

EXHIBIT V

EXHIBITS

and

DISCLOSURE SCHEDULES

to the

ASSET PURCHASE AGREEMENT

BETWEEN

AVAYA INC.

and

EXTREME NETWORKS, INC.

Dated as of March 7, 2017

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DISCLOSURE SCHEDULES

These Disclosure Schedules (each individually a “**Disclosure Schedule**” and collectively, the “**Disclosure Schedules**”) are being furnished in connection with the execution and delivery of that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of March 7, 2017, by and between Avaya Inc., a Delaware corporation (“**Avaya**”), and Extreme Networks, Inc., a Delaware corporation (“**Purchaser**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

Any matter set forth in any provision, subprovision, section or subsection of the Disclosure Schedules shall be deemed to be disclosed for each other provision, subprovision, section or subsection of the Disclosure Schedules to the extent it is reasonably apparent from the face of such disclosure that such disclosure is applicable to such other provision, subprovision, section or subsection of the Disclosure Schedules. No reference to or disclosure of any matter or item in the Disclosure Schedules shall be construed as an admission or indication that such matter or item is material or that such matter or item is required to be referred to or disclosed in the Purchase Agreement. Without limiting the foregoing, no such reference to or disclosure of a possible breach or violation of any Contract, Law or Judgment shall be construed as an admission or indication that a breach or violation exists or has actually occurred. The descriptive headings of the provisions, subprovisions, sections and subsections of the Disclosure Schedules are inserted for convenience only, do not constitute a part of the Purchase Agreement or the Disclosure Schedules and shall not affect in any way the meaning or interpretation of the Purchase Agreement and the Disclosure Schedules.

Section 1.03(a)(vii)
Assumed Leases

308074 Lease agreement, dated September 12, 2011, between 425 Legget Drive Property GP Inc. and Avaya Canada Corp. for 425 Legget Drive, Ottawa, Ontario, Canada.

Lease agreement dated 22nd of June 1998 between SEO Maidenhead Limited (as assignee of AXA Equity & Law Life Assurance Society PLC), Avaya UK (as assignee of Nortel Networks UK Limited, as assignee of Nortel Properties Limited) and Maidenhead Office Park Management Company Limited for Building 3 Maidenhead Office Park, Maidenhead, UK.

Section 1.03(a)(viii)
Furniture and Equipment

1. Lab equipment Related to the Business located at ground floor of the Naxos Building, 25 Allee Pierre Ziller, Valbonne, France.
2. Lab equipment Related to the Business located in engineering centers located in Santa Clara, CA, Billerica, MA, and Bangalore, India.

Section 1.03(a)(xvi)
Other Assets

1. Shares of Series E Preferred Stock of Xirrus, Inc. and Avaya's rights under the following Contracts (collectively, the "**Avaya Xirrus Interest**"):
 - i. Fifth Amended and Restated Investors' Rights Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014.
 - ii. Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014.
 - iii. Series E Preferred Stock Purchase Agreement between Xirrus, Inc., QuestMark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, Dirk I. Gates and Avaya Inc., effective as of April 22nd, 2014.
 - iv. Fourth Amended and Restated Voting Agreement between Xirrus, Inc., QuestMark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, Dirk I. Gates, Patrick P. Parker, Steven F. and Kelly J. Degennaro (Trustees of the Degennaro Family 2001 Trust Dated May 30, 2001), and Avaya Inc., effective as of April 22nd, 2014.
 - v. Note and Warrant Purchase Agreement by and between Avaya Inc. and the other lenders party thereto, and Xirrus, Inc., dated as of February 26, 2015.
 - vi. Secured Convertible Promissory Note No 15-5, by and between Xirrus, Inc. and Avaya Inc., dated February 26, 2015.
 - vii. Capital Stock Warrant No 15-5, by and between Xirrus, Inc. and Avaya Inc., dated February 26, 2015.
 - viii. Subordination Agreement, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent, dated as of February 26, 2015.
 - ix. Security Agreement, dated as of February 26, 2015, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
 - x. Intellectual Property Security Agreement, dated as of February 26, 2015, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein).
 - xi. Secured Convertible Promissory Note No 15-15, by and between Xirrus, Inc. and Avaya Inc., dated April 6, 2015.

- xii. Capital Stock Warrant No. 16-22, by and between Avaya Inc. and Xirrus, Inc., dated January 1, 2016.
- xiii. Capital Stock Warrant No 16-12, by and between Avaya Inc. and Xirrus, Inc., dated January 1, 2016.
- xiv. Note and Warrant Purchase Agreement between Avaya Inc., QuestMark Partners III, L.P., QuestMark Partners Side Fund III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, The Board of Trustees of the Leland Stanford Junior University (SBST), The Board of Trustees of the Leland Stanford Junior University (DAPER I) and Xirrus, Inc. effective as of February 19th, 2016.
- xv. Subordination Agreement, dated as of February 19, 2016, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent.
- xvi. Security Agreement, dated as of February 19, 2016, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
- xvii. Intellectual Property Security Agreement, dated as of February 19, 2016, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein). Secured Convertible Promissory Note No. 16-5, by and between Xirrus, Inc. and Avaya Inc., dated February 19, 2016.
- xviii. Capital Stock Warrant No 16-5, by and between Xirrus, Inc. and Avaya Inc., dated February 19, 2016.
- xix. Amendment No. 1 to Secured Convertible Promissory Notes, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto, dated February 19, 2016.
- xx. Note and Purchase Agreement between Avaya Inc., QuestMark Partners III, L.P., QuestMark Partners Side Fund III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP and Xirrus Inc., entered into as of May 31st, 2016.
- xxi. Subordination Agreement, dated as of May 31, 2016, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent.
- xxii. Security Agreement, dated as of May 31, 2016, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
- xxiii. Intellectual Property Security Agreement, dated as of May 31, 2016, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein).

- xxiv. Secured Convertible Promissory Note No. 16-14, by and between Xirrus, Inc. and Avaya Inc., dated May 31, 2016
- xxv. Capital Stock Warrant No 16-31, by and between Xirrus, Inc. and Avaya Inc., dated May 31, 2016.

Section 1.03(b)(xvi)
Retained Claims and Other Excluded Assets

None.

Section 1.06(a)
Cure Payments

To be provided between the signing and Closing Date.

Section 3.03(a)
Non-Contravention and Approvals

The documents listed below, which relate to Avaya's equity interest in Xirrus, Inc., are subject to rights of first refusal, as detailed in the Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014 (the "**ROFR Agreement**"). The equity interests in Xirrus, Inc. and the related documents listed on this Section 3.03(a) may only be transferred according to the process and procedure outlined in the ROFR Agreement.

1. Fifth Amended and Restated Investors' Rights Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014.
2. Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014.
3. Series E Preferred Stock Purchase Agreement between Xirrus, Inc., Questmark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, Dirk I. Gates and Avaya Inc., effective as of April 22nd, 2014.
4. Fourth Amended and Restated Voting Agreement between Xirrus, Inc., Questmark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, Dirk I. Gates, Patrick P. Parker, Steven F. and Kelly J. Degennaro (Trustees of the Degennaro Family 2001 Trust Dated May 30, 2001), and Avaya Inc., effective as of April 22nd, 2014.
5. Note and Warrant Purchase Agreement by and between Avaya Inc. and the other lenders party thereto, and Xirrus, Inc., dated as of February 26, 2015.
6. Secured Convertible Promissory Note No 15-5, by and between Xirrus, Inc. and Avaya Inc., dated February 26, 2015.
7. Capital Stock Warrant No 15-5, by and between Xirrus, Inc. and Avaya Inc., dated February 26, 2015.
8. Subordination Agreement, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent, dated as of February 26, 2015.
9. Security Agreement, dated as of February 26, 2015, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
10. Intellectual Property Security Agreement, dated as of February 26, 2015, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein).

11. Secured Convertible Promissory Note No 15-15, by and between Xirrus, Inc. and Avaya Inc., dated April 6, 2015.
12. Capital Stock Warrant No. 16-22, by and between Avaya Inc. and Xirrus, Inc., dated January 1, 2016.
13. Capital Stock Warrant No 16-12, by and between Avaya Inc. and Xirrus, Inc., dated January 1, 2016.
14. Note and Warrant Purchase Agreement between Avaya Inc., QuestMark Partners III, L.P., QuestMark Partners Side Fund III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, The Board of Trustees of the Leland Stanford Junior University (SBST), The Board of Trustees of the Leland Stanford Junior University (DAPER I) and Xirrus, Inc. effective as of February 19th, 2016.
15. Subordination Agreement, dated as of February 19, 2016, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent.
16. Security Agreement, dated as of February 19, 2016, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
17. Intellectual Property Security Agreement, dated as of February 19, 2016, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein). Secured Convertible Promissory Note No. 16-5, by and between Xirrus, Inc. and Avaya Inc., dated February 19, 2016.
18. Capital Stock Warrant No 16-5, by and between Xirrus, Inc. and Avaya Inc., dated February 19, 2016.
19. Amendment No. 1 to Secured Convertible Promissory Notes, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto, dated February 19, 2016.
20. Note and Purchase Agreement between Avaya Inc., QuestMark Partners III, L.P., QuestMark Partners Side Fund III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP and Xirrus Inc., entered into as of May 31st, 2016.
21. Subordination Agreement, dated as of May 31, 2016, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent.
22. Security Agreement, dated as of May 31, 2016, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
23. Intellectual Property Security Agreement, dated as of May 31, 2016, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein).

24. Secured Convertible Promissory Note No. 16-14, by and between Xirrus, Inc. and Avaya Inc., dated May 31, 2016

25. Capital Stock Warrant No 16-31, by and between Xirrus, Inc. and Avaya Inc., dated May 31, 2016.

The below portion of Section 3.03(a) lists contracts that require consent as a result of the transactions contemplated under the Purchase Agreement:

Customers:

1. Avaya's standard direct customer Contract contains the following language regarding assignment: "Avaya may assign this Agreement and any order under this Agreement to any of its Affiliates or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under this Agreement. Any other assignment of this Agreement or any rights or obligations under this Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations to be performed by it under this Agreement, but will retain responsibility for the work. [Avaya also may assign this Agreement or any order in whole or in part as it relates to a particular country to an Avaya channel partner in that country without consent of Customer or Customer Affiliate. Avaya will endeavor to provide Customer with prompt notice of any assignment to such Avaya channel partner.]¹" All Avaya customer Contracts that are Mixed-Use Contracts that contain such language (or language which is substantially similar) will require the consent of the counterparty(ies) thereto in order to duplicate (in whole or in part) such Contracts in connection with the transactions contemplated under the Purchase Agreement, including, for the avoidance of doubt, the separation of Mixed-Use Contracts pursuant to Section 5.12 of the Purchase Agreement.
2. Master Agreement between Avaya Inc. and the Commonwealth of Kentucky - Department of Education, effective the 1st of March, 2013 [MA 758 1300000900].
3. Transactional Agreement For Sale and License of Products and Services between Avaya Inc. and the County of Loudoun, Virginia, effective the 3rd of January, 2017.*
4. Master Agreement for Enterprise Networking Routing & Switching Equipment between the Commonwealth of Kentucky (Finance and Administration Cabinet Commonwealth Office of Technology) and Avaya Inc., effective the 1st of June, 2010 (as amended). [MA 758 1000000828] *

¹ Note: The bracketed language appears in Avaya's Global Customer Agreement (GCA) but not in the US Customer Agreement.

5. Contract #PT64524 in response to RFP 21350, Group 77018 Comprehensive Telecommunications Equipment and Solutions (between Avaya, Inc. and the State of New York Office of General Services), awarded the 12th of May, 2009.*
6. Term Contract T-1316 Telecommunications Equipment & Services between State of New Jersey, Department of the Treasury, Division of Purchase and Property and Avaya Inc., effective the 1st of February, 2012.*
7. Contract PM20790 between The People of the State of New York, acting by and through the Commissioner of the Office of General Services and Avaya Inc., effective the 30th of November, 2015 (as amended).*
8. PEPPM 2015 Product Line Bid CSIU and Awarded Vendor Agreement between Central Susquehanna Intermediate Unit, Lewisburg, Pennsylvania and Avaya Inc., effective the 1st of January, 2015.*

Distributors:

1. Avaya's standard distributor Contract contains the following language regarding assignment: "Avaya may assign the Agreement and any order under the Agreement to any of its Affiliate(s) or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid. Avaya also may assign the Agreement or any order in whole or in part as it relates to a particular country to a Reseller or an authorized distributor in that country without the consent of Distributor. Avaya shall endeavor to provide prompt notice of any assignment to a Reseller or an authorized distributor." All Avaya distributor Contracts that are Mixed-Use Contracts that contain such language (or language which is substantially similar) will require the consent of the counterparty(ies) thereto in order to duplicate (in whole or in part) such Contracts in connection with the transactions contemplated under the Agreement, including, for the avoidance of doubt, the separation of Mixed-Use Contracts pursuant to Section 5.12 of the Purchase Agreement.
2. Distribution Agreement between ScanSource, Inc. (d/b/a Catalyst Telecom) and Avaya Inc., dated the 16th of August, 2002 (as amended).*
3. Distributor Agreement between Beitel Teletech Limited and Avaya International Sales Limited, effective the 4th of September, 2009 (as amended).*

Partners:

1. Avaya's standard reseller and partner Contract contains the following language regarding assignment: "Avaya may assign this Agreement and any order under this Agreement to any of its Affiliates or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its

performance under this Agreement. Any other assignment of this Agreement or any rights or obligations under this Agreement without the express written consent of the other party will be invalid. Avaya may subcontract any or all of its obligations to be performed by it under this Agreement, but will retain responsibility for the work." All Avaya reseller and partner Contracts that are Mixed-Use Contracts that contain such language (or language which is substantially similar) will require the consent of the counterparty(ies) thereto in order to duplicate (in whole or in part) such Contracts in connection with the transactions contemplated under the Purchase Agreement, including, for the avoidance of doubt, the separation of Mixed-Use Contracts pursuant to Section 5.12 of the Purchase Agreement.

2. Direct Partner Agreement between Dimension Data Commerce Centre Limited and Avaya World Services, Inc., dated the 17th of July, 2012.

Vendors:

1. Avaya's standard vendor Contract contains the following language regarding assignment: "**Assignment by Company.** Company will have the right to assign this Agreement to: (i) any third party with the prior written consent of Supplier, such consent not to be unreasonably withheld; (ii) any present or future Company Affiliate or to any third party into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, without the consent of Supplier; or (iii) an entity that is acquiring a Company division or business unit which provides Deliverables and Services, without the consent of Supplier. In each of the above instances, Company will provide Supplier with written evidence of such future assignee's acceptance of the assignment, delegation and assumption of the obligations under this Agreement, including assumption of all accepted Purchase Orders. Company will be released and discharged, to the extent of the assignment and delegation, from all future duties under this Agreement or Purchase Orders accepted prior to the time of such assignment." All Avaya distributor Contracts that are Mixed-Use Contracts that contain such language (or language which is substantially similar) will require the consent of the counterparty(ies) thereto in order to duplicate (in whole or in part) such Contracts in connection with the transactions contemplated under the Purchase Agreement, including, for the avoidance of doubt, the separation of Mixed-Use Contracts pursuant to Section 5.12 of the Purchase Agreement.
2. Agreement between Avnet, Inc. and Avaya Inc., effective the 15th of April, 2005 (as amended).*
3. The Source Code Escrow of Attachment N: Designated IP Rights and Technology Escrow to the First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between

Avaya Inc., Avaya International Sales Limited and XIRRUS, dated the 24th of March, 2014.

4. Source Code License and Software Distribution Agreement between Broadcom Corporation and Avaya Inc., effective the 16th of December, 2003 (as amended).*
5. Software License Agreement between Broadcom Corporation and Avaya Inc., effective the 17th of November, 2005 (as amended). *
6. Master Lease Agreement between CSI Leasing, Inc. and Avaya Inc., dated the 25th of June, 2015.*
7. Master Services Agreement, dated as of January 1st, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH, as amended and the related Amended and Restated Addendum to Master Services Agreement, dated September 1st, 2014. *

License Agreements:

1. Patent License Agreement between Avaya Inc. and Cisco Systems, Inc., effective October 1, 2000.*
2. Binary License and Redistribution Agreement for Royalty License between Avaya Inc. and Oracle America Inc., effective 15th of July, 2012 (as amended).*
3. Settlement and Patent License Agreement between Avaya Inc. and Mitel Corporation, effective February 1, 2007.*
4. Embedded Software License Agreement between Avaya Canada Inc. and Mocana Corporation, effective the 14th of December, 2005 (as amended).*
5. Patent License Agreement between Avaya Inc. and International Business Machines Corporation, effective December 22, 2006.*
6. License Agreement by and between Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc., effective May 5, 2016.*

Section 3.03(b)
Governmental Entity Consents

Government Contracts may not be assigned or split pursuant to Section 5.12.

Section 3.04
Financial Statements

See attached Annex 3.04.

Section 3.05
Absence of Certain Changes

None.

Section 3.06(a)(i)
Title to Assets

1. Sales and Use Tax totaling \$41,409.02 pursuant to that certain Citation to Appear, dated January 19, 2017, for failure to comply with State of Nevada law concerning payment and/or reporting of state taxes and/or the registration of a business. Upon the commencement of Avaya Inc.'s chapter 11 case on January 19, 2017, the State of Nevada was enjoined from pursuing collection of the Sales and Use Tax. On February 10, 2017, the Bankruptcy Court entered the *Final Order (I) Authorizing the Payment of Certain Prepetition Taxes and Fees and (II) Granting Related Relief* [Docket No. 145], by which Avaya Inc. obtained authority to pay, among others, the State of Nevada on account of the Sales and Use Tax.
2. **7% Senior Secured Notes due 2019**
 - Indenture dated February 11, 2011 by and among Avaya Inc., the Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee.
 - Supplemental Indenture, dated as of July 20, 2012, to the Indenture dated as of February 11, 2011, among RADVision, Inc., AvayaLive Inc. and The Bank of New York Mellon, as Trustee and Collateral Agent.
 - Supplemental Indenture, dated as of August 16, 2016, to the Indenture dated as of February 11, 2011, among Avaya Services Inc. and The Bank of New York Mellon, as Trustee and Collateral Agent
 - Pledge and Security Agreement dated February 11, 2011 by and among Avaya Inc., certain subsidiaries of Avaya Inc. from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
 - Supplement No. 1 dated as of July 20, 2012, entered into by RADVision, Inc. and AvayaLive, Inc., to the Pledge and Security Agreement, dated as of February 11, 2011, by and among Avaya Inc., certain subsidiaries of Avaya Inc. from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
 - Supplement No. 2 dated as of August 16, 2016, entered into by Avaya Services Inc., to the Pledge and Security Agreement, dated as of February 11, 2011, by and among Avaya Inc., certain subsidiaries of Avaya Inc. from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
3. **9% Senior Secured Notes due 2019**
 - Indenture dated December 21, 2012 by and among Avaya Inc., the Guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (and all documents related thereto)

- Supplemental Indenture, dated as of August 16, 2016, to the Indenture dated as of December 21, 2012, among Avaya Services, Inc. and The Bank of New York Mellon, as Trustee and Collateral Agent
- Pledge and Security Agreement dated December 21, 2012 by and among Avaya Inc., certain subsidiaries of Avaya Inc. from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
- Supplement No. 1 dated as of August 16, 2016, entered into by Avaya Services Inc., to the Pledge and Security Agreement, dated as of December 21, 2012, by and among Avaya Inc., certain subsidiaries of Avaya Inc. from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent

4. **10.5% Senior Secured Notes due 2021**

- Indenture dated March 7, 2013 by and among Avaya Inc., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Trustee (and all documents related thereto)
- Supplemental Indenture, dated as of August 16, 2016, to the Indenture dated as of March 7, 2013, among Avaya Services Inc. and The Bank of New York Mellon, as Trustee and Collateral Agent
- Pledge and Security Agreement dated as of March 7, 2013 among Avaya Inc., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent
- Supplement No. 1 dated as of August 16, 2016, entered into by Avaya Services Inc., to the Pledge and Security Agreement, dated as of March 7, 2013, by and among Avaya Inc., certain subsidiaries of Avaya Inc. from time to time party thereto and The Bank of New York Mellon Trust Company, N.A., as Notes Collateral Agent

5. **Senior Secured Credit Facility**

- Credit Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Borrower, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), Citibank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, the other lenders party thereto, Morgan Stanley Senior Funding, Inc., as Syndication Agent, JPMorgan Chase Bank, N.A., as Documentation Agent, and Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Bookrunners, as amended by Amendments No. 1 through 9
- Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Borrower, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein and Citibank, N.A., as Administrative Agent
- Supplement No. 1 dated as of February 15, 2008, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Borrower, Sierra Holdings

Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein and Citibank, N.A., as Administrative Agent

- Supplement No. 2 dated as of January 29, 2010, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Parent Borrower, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein and Citibank, N.A., as Administrative Agent
- Supplement No. 3 dated as of July 20, 2012, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Borrower, Avaya Holdings Corp., certain subsidiaries of Avaya Inc. identified therein and Citibank, N.A., as Administrative Agent
- Supplement No. 4 dated as of August 16, 2016, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Borrower, Avaya Holdings Corp., certain subsidiaries of Avaya Inc. identified therein and Citibank, N.A., as Administrative Agent
- Guaranty, dated as of October 26, 2007, by and among Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein and Citibank, N.A., as Administrative Agent
- Supplement No. 1 dated as of February 15, 2008, to the Guaranty, dated as of October 26, 2007, by and among Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. from time to time party thereto and Citibank, N.A., as Administrative Agent
- Supplement No. 2 dated as of January 29, 2010, to the Guaranty, dated as of October 26, 2007, by and among Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. from time to time party thereto and Citibank, N.A., as Administrative Agent
- Supplement No. 3 dated as of July 20, 2012, to the Guaranty, dated as of October 26, 2007, by and among Avaya Holdings Corp., certain subsidiaries of Avaya Inc. from time to time party thereto and Citibank, N.A., as Administrative Agent
- Supplement No. 4 dated as of August 16, 2016, to the Guaranty, dated as of October 26, 2007, by and among Avaya Holdings Corp., certain subsidiaries of Avaya Inc. from time to time party thereto and Citibank, N.A., as Administrative Agent

6. Senior Secured Asset Based Credit Facility

- Credit Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Parent Borrower, the several subsidiary borrowers party thereto, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), Citicorp USA, Inc., as Administrative Agent and Swing Line Lender, Citibank, N.A., as L/C Issuer, the other lenders party thereto, Morgan Stanley Senior Funding, Inc., as Syndication Agent, JPMorgan Chase Bank, N.A., as Documentation Agent, and Citigroup Global Markets Inc., Morgan Stanley Senior

Funding, Inc. and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Bookrunners, as amended by Amendments No. 1 through 4

- Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Parent Borrower, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein, as Subsidiary Borrowers and Citicorp USA, Inc., as Administrative Agent
- Supplement No. 1 dated as of February 15, 2008, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Parent Borrower, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein, as Subsidiary Borrowers and Citicorp USA, Inc., as Administrative Agent
- Supplement No. 2 dated as of January 29, 2010, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Borrower, Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. identified therein and Citicorp USA, Inc., as Administrative Agent
- Supplement No. 3 dated as of July 20, 2012, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Parent Borrower, Avaya Holdings Corp., certain subsidiaries of Avaya Inc. identified therein, as Subsidiary Borrowers and Citicorp USA, Inc., as Administrative Agent
- Supplement No. 4 dated as of August 16, 2016, to the Pledge and Security Agreement, dated as of October 26, 2007, by and among Avaya Inc., as Parent Borrower, Avaya Holdings Corp., certain subsidiaries of Avaya Inc. identified therein, as Subsidiary Borrowers and Citicorp USA, Inc., as Administrative Agent
- Guaranty, dated as of October 26, 2007, by and among Sierra Holdings Corp. (n/k/a Avaya Holdings Corp.), certain subsidiaries of Avaya Inc. from time to time party thereto and Citicorp USA, Inc., as Administrative Agent

7. Senior Secured Non US Asset Based Credit Facility (Foreign ABL)

- Credit Agreement, dated as of June 4, 2015, among Avaya Canada Corp., Avaya UK, Avaya International Sales Limited, Avaya Deutschland GmbH and Avaya GmbH & Co., KG, Citibank, N.A., as administrative agent and letter of credit issuer, Citibank, N.A., Canadian Branch, as Canadian swing line lender, Citibank, N.A., London branch, as European swing line lender, the other lenders party thereto, Wells Fargo Bank, National Association, as syndication agent, Bank of America, N.A., as documentation agent, and Citigroup Global Markets, Inc., Bank of America, N.A., and Wells Fargo Bank, National Association, as joint lead arrangers and joint bookrunners
- U.S. Pledge and Security Agreement, dated as of June 4, 2015, among Avaya International Sales Limited, as Irish Borrower, and Citibank, N.A., as administrative agent

- U.S. Guaranty (Foreign ABL), dated as of June 4, 2015, among Avaya Inc., the subsidiary guarantors from time to time party thereto, and Citibank, N.A., as administrative agent
- Supplement No. 1 dated as of August 16, 2016, to the U.S. Guaranty, dated as of June 4, 2015, by and among Avaya Inc., the subsidiary guarantors from time to time party thereto and Citibank, N.A., as administrative agent
- Canadian Pledge and Security Agreement, dated as of June 4, 2015, among Avaya Canada Corp., as Canadian Borrower, and Citibank, N.A., as administrative agent
- Canadian Guarantee (Foreign ABL), dated as of June 4, 2015, among Avaya Canada Corp., as Canadian Borrower, and Citibank, N.A., as administrative agent
- Deed of Hypothec, dated as of June 2, 2015, between Avaya Canada Corp., as grantor, and Citibank, N.A., as the representative
- Deposit Account Control Agreement, dated as of June 4, 2015, among Avaya Canada Corp., as lien grantor, Citibank, N.A., as the secured party, and Citibank, N.A., Canadian branch as depositary bank
- Undisclosed Pledge of Receivables, dated as of June 4, 2015, between Avaya International Sales Limited, as pledgor, and Citibank, N.A., in its capacity of administrative agent and as pledgee)
- (Notarized) Share Pledges over all shares of Avaya Deutschland GmbH, dated as of June 4, 2015, among Avaya GmbH & Co. KG as pledgor, Avaya Deutschland GmbH as company and Citibank, N.A., as administrative agent
- Interest Pledges over the general and all limited partnership interests in Avaya GmbH & Co. KG, dated as of June 4, 2015, among Avaya Verwaltungs GmbH, Avaya Germany GmbH and Tenovis Telecom Frankfurt GmbH & Co. KG, as pledgors, Avaya GmbH & Co. KG, as partnership, and Citibank, N.A., as administrative agent
- German Guarantee and Indemnity Agreement, dated as of June 4, 2015, among Avaya GmbH & Co. KG, Avaya Deutschland GmbH, Avaya Verwaltungs GmbH, Avaya Germany GmbH and Tenovis Telecom Frankfurt GmbH & Co. KG, as guarantors, and Citibank, N.A., as administrative agent
- Account Pledge Agreement, dated as of June 4, 2015, among Avaya Deutschland GmbH and Avaya GmbH & Co. KG, as pledgors, and Citibank, N.A., as administrative agent
- Global Assignment Agreement, dated as of June 4, 2015, among Avaya Deutschland GmbH and Avaya GmbH & Co. KG, as assignors, and Citibank, N.A., as administrative agent

- Security Transfer Agreement, dated as of June 4, 2015, among Avaya Deutschland GmbH, Avaya GmbH & Co. KG and Avaya International Sales Limited, as transferors, and Citibank, N.A., as administrative agent
- Irish Security Deed, dated June 4, 2015, among the companies specified in Schedule 1 thereto, as the original chargors, and Citibank, N.A., as administrative agent
- Irish Security Trust Deed, dated June 4, 2015, among Citibank, N.A., as administrative agent, and the companies specified in Schedule 1 thereto, as the original chargors
- Security Agreement, dated as of June 4, 2015, between Avaya UK, Avaya International Sales Limited, Avaya Deutschland GmbH, as chargors, and Citibank, N.A., as administrative agent
- Share Charge, dated as of June 4, 2015, between Avaya UK Holdings Limited, as chargor, and Citibank, N.A., as administrative agent
- Security Trust Deed, dated as of June 4, 2015, between Citibank, N.A., as administrative agent, and the companies listed in Schedule 1 thereto, as the original chargors

Section 3.06(a)(iv)
Liens for Taxes

Sales and Use Tax totaling \$41,409.02 pursuant to that certain Citation to Appear, dated January 19, 2017, for failure to comply with State of Nevada law concerning payment and/or reporting of state taxes and/or the registration of a business. Upon the commencement of Avaya Inc.'s chapter 11 case on January 19, 2017, the State of Nevada was enjoined from pursuing collection of the Sales and Use Tax. On February 10, 2017, the Bankruptcy Court entered the *Final Order (I) Authorizing the Payment of Certain Prepetition Taxes and Fees and (II) Granting Related Relief* [Docket No. 145], by which Avaya Inc. obtained authority to pay, among others, the State of Nevada on account of the Sales and Use Tax.

Section 3.06(b)
Operating Condition

1. Letter, dated 26 January 2016, regarding that certain Lease dated April 2005 between AXA Sun Life Plc (1) Nortel Networks UK Limited (2) Maidenhead Office Park Management Company Limited (2) Premises known as 3 Maidenhead Office Park, Westacott Way, Littlewick Green, Maidenhead SL6 3QH regarding a cost estimate.
2. Letter, dated 26 January 2016, regarding that certain Lease dated April 2005 between AXA Sun Life Plc (1) Nortel Networks UK Limited (2) Maidenhead Office Park Management Company Limited (2) Premises known as 3 Maidenhead Office Park, Westacott Way, Littlewick Green, Maidenhead SL6 3QH regarding the interim schedule of dilapidations.

Section 3.06(c)
Inventory

None.

Section 3.07
Real Property

List of Leased Property and associated Leases:

1. 306817 Lease agreement, dated 1 July 2015, between Perpetual Trustee Company Limited and Avaya Australia PTY Limited, for Avaya House, 123 Epping Road, North Ryde, Australia, 2113.
2. 307875 Lease agreement dated, November 1st 2007, between Amisola Immobilien AG and Avaya Austria GmbH for Donau-City-Strasse 11, Vienna, Austria.
3. 307894 Lease agreement, dated November 1st 2008, between Corner IMMO and Avaya Belgium for Avenue Charles-Quint 576, Berchem-Sainte-Agathe, Belgium.
4. 308158 Lease agreement, dated September 1st 2014, between ACC Parkway Nominee Inc. and Avaya Canada Corp. for 11 Allstate Parkway, Markham, British Columbia, Canada.
5. 308074 Lease agreement, dated September 12, 2011, between 425 Legget Drive Property GP INC and Avaya Canada Corp. for 425 Legget Drive, Ottawa, Ontario, Canada.
6. 308024 Lease agreement, dated July 1st 2015, between The Manufacturers Life Insurance Company and Avaya Canada Corp. for 510 Burrard Street, Vancouver, British Columbia, Canada.
7. 308064 Lease agreement, dated August 15th 2011, between Zhongshan Torch Development Zone Construction and Development Co., Ltd. and Avaya (China) Communication Co., Ltd. for No. 16 Hui Zhan East Road, Zhongshan, China.
8. 307574 Lease agreement, dated February 1st 2014, between Shanghai Xinhui Property Development Co., Ltd, Shanghai Hehui Property Development Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., Ltd. for The Center, 989 Chang Le Road, Shanghai, China.
9. 307893 Lease agreement, dated December 1st 2010, between Beijing Oriental Plaza Co., Ltd and Avaya (China) Communication Equipment Co., Ltd. for No. 1 East Chang An, Beijing, China.
10. 307587 Lease agreement, dated October 14th 2015, between Patrimonio Autonomo Estrategias Inmobiliarias and Avaya Communication de Colombia S.A. for Carrera 7 No 99-53, Bogota, Colombia.
11. 306893 Lease agreement, dated 1st July 2015, between Rubin Real S.R.O. and Avaya Czech Republic S.R.O. for Rubin Office Center, Prague, Czech Republic.
12. 307968 Lease agreement, dated 15th December 2011, between Proudreed France and Avaya France for the ground floor of the Naxos Building, 25 Allee Pierre Ziller, Valbonne, France.

13. 307557 Lease agreement, dated 1st June 2013, between Deka Central Park Sarl and Avaya France for 9/15 Rue Maurice Mallet, Paris, France.
14. 307616 (Sublease Agreement, DIETZENBACH, Assar-Gabrielson-Strasse 11-13), executed December 29, 2014, commencing December 1, 2016, by and between GEIS INDUSTRIE SERVICE GMBH and Avaya GmbH & Co. KG.
15. 308110 Lease agreement, dated 1st April 2013, between Signa 14 Frankfurt Objekt THA 112 GmbH and Avaya GmbH & Co. KG for Theodor-Heuss-Allee 112, Frankfurt, Germany.
16. 308056 Lease agreement, dated 1st January 2012, and amended 1st January 2017 between WestInvest Gesellschaft für Investmentfonds mbH and Avaya GmbH & Co. KG for Sachsenstrasse 8, Hamburg, Germany.
17. 307619 Lease agreement, dated 1st July 2016, between Deka Immobilien Investment GmbH and Avaya GmbH & Co. KG for Fritz-Vomfelde-Strasse 14-20, Duseeldorf, Germany.
18. 308111 Lease agreement, dated 27th June 2013, between Siemens Aktiengesellschaft and Avaya GmbH & Co. KG for St. Martin Strasse 61, Munich, Germany.
19. 307654 Lease agreement, dated 1st February 2014, between WestInvest Gesellschaft F. Inc. and Avaya GmbH & Co. KG for Wankelstrasse 3, Stuttgart, Germany.
20. 308314 Lease agreement, dated 1st February 2016, between IVG Core 0153 Am Borsigturm and Avaya GmbH & Co. KG for Am Borsigturm 13, 15, 17, 19, 27, 29, 31, 33, 44, 46, 52, 54, Berlin, Germany.
21. 308010 Lease agreement, dated February 1st 2016, between Harriman Leasing Limited and Avaya Hong Kong Company Limited for Suite 1901-9 Tower 1 Times, Hong Kong, Hong Kong.
22. 306889 Lease agreement, dated 1st February 2016, between West End Magyarorszag Ingatlanhasznosito Zrt and Avaya Magyarorsza G Kommunika Cia's Kft. for Vaci Ut 1-3 District VI Budapest, Budapest, Hungary.
23. 307950 Lease agreement, dated May 20th 2013, between M. Babu Reddy and Avaya India Pvt., Ltd. for AMR Tech Park – 2, Bangalore, India.
24. 307437 Lease agreement, dated 14th August 2012, between Magarpatta Township Development & Construction Co LTD., and Avaya India Private Limited for Wing A, Level 2, Tower I, Cyber City, Pune, India.
25. 307868 Lease agreement, dated August 1st 2015, between Vitp Private Limited and Avaya India Private Limited for 12th Floor, Vega Building, Hyderabad, India.
26. 308049 Lease agreement, dated April 9th 2014, between Ashok Jain, Gita Jain and Avaya India Pvt., Ltd. for 1st Floor, Tower B, Gurgaon, India.

27. 308119 Lease agreement, dated April 16th 2013, between Wadhwa & Associates Realtors Pvt. Ltd. and Avaya India Pvt. Ltd. for C-59, Bandra Kurla Complex, Mumbai, India.
28. 307955 Lease agreement, dated 28th September 2006, between Novelty Estates (Ireland) Limited and Avaya International Sales Limited for Mervue Business Park, Galway, Ireland.
29. 308163 Lease agreement, dated 1st August 2015, between Canit Hashalom Investments Ltd. and Avaya Communication Israel Ltd. for Azrieli Center Holon, Tel Aviv, Israel.
30. 300533 Lease agreement, dated 1st January 2014, between Fondo Pensioni del Personale della Banca Nazionale del Lavoro and Avaya Italia S.p.a for Via Nazario Sauro, 38, Sesto San Giovanni, Italy.
31. 307563 Lease agreement, dated February 1st 2014, between Mori Building Co., Ltd. and Avaya Japan Co., Ltd. for 2-17-7, Akasaka, Minato-ku, Tokyo, Japan.
32. 308071 Lease agreement, dated February 1st 2015, between Lee Foo San and Avaya (Malaysia) SDN BHD for No. 5 Jalan Bangsar Utama 1, Kuala Lumpur, Malaysia.
33. 307866 Lease agreement, dated September 1st 2012, between CIBanco, S.A., Institucion de Banca Multiple and Avaya Communications De Mexico SA De C.V. for Avda. Masarik 111 601/602, Mexico City, Mexico.
34. 307156 Lease agreement, dated 1st January 2011, between LSREF3 Eve Marconi BV (Lone Star) and Avaya Nederland B.V. for Marconibaas 59, Nieuwegein, Netherlands.
35. 308097 Lease agreement, dated 1st August 2016, between Workplace Plus Limited and Avaya Nigeria Limited for 39 Alfred Rewane Road, Ikoyi, Lagos, Nigeria.
36. 306825 Lease agreement, dated May 15th 2014, between KSA Realty Corporation and Avaya Philippines, Inc. for Corner of Ayala Avenue and Paseo de Roxas, Makati City, Philippines.
37. 306874 Lease agreement, dated 1st October 2014, between Moskva Krasnye Holmy and Avaya CIS for 52 Kosmodamianskaya Naberezhnaya, Building 3, Moscow, Russian Federation.
38. 307939 Lease agreement, dated 1st July 2009, between Mr. Kjalid Bin Murlaq Bin Shafi Al Kahtani and Avaya Emea Ltd. Saudi Arabia Branch for Tatweer Towers PO Box 33554, Riyadh, Saudi Arabia.
39. 301081 Lease agreement, dated June 18th 2013, between HSBC Institutional Trust Services (Singapore) Limited as trustee of Ascendas Real Estate Investment Trust and Avaya Singapore Pte. Ltd. for 89 Science Park Drive, Singapore, Singapore.
40. 307211 Lease agreement, dated 1st June 2016, between Capital Propfund 1 (PTY) Ltd and Avaya Emea Ltd - South Africa for ERF 38, 16 Culcross Court, Johannesburg, South Africa.

41. 307137 Lease agreement, dated February 25th 2014, between Gangnam Finance Center Co., Ltd. and Avaya Korea Ltd. for Star Tower Bldg, Seoul, Republic of Korea.
42. 307442 Lease agreement, dated 15th June 2016, between Allianz Compania de Seguros y Reaseguros S.A. and Avaya Comunicacion Espana S.L.U for No. 87, Passeig de Gracia, Barcelona, Spain.
43. 306830 Lease agreement, dated 1st January 2012, between Paul Koch AG and Avaya Switzerland GmbH for Hertistrasse 31, Wallisellen, Switzerland.
44. 306908 Lease agreement, dated January 1st 2015, between Quality Houses Leasehold Property Fund and Sierra Asia Pacific Inc. for 55 Wireless Road, Lumpini, Bangkok, Thailand.
45. 306492 Lease agreement, dated 1st June 2015, between Erol Buyuk and Avaya Nederland BV for Kempinski Residences, Istanbul, Turkey.
46. 306900 Lease agreement, dated 22nd August 2016, between EOP II Prop Co. II S.A.R.L and Avaya UK for Building 1000, G3 Cathedral, Guildford, United Kingdom.
47. 308321 Lease agreement, dated 1st August, 2016, between Meridian-OCP, LLP and Avaya Inc. for 2650 Meridian Parkway, Durham, North Carolina.
48. Office Lease, dated April 14, 2016, between Avaya Inc. and AO Mt. Kemble, LLC for 350 Mount Kemble Avenue, Morristown, New Jersey (as amended).
49. 307897 Lease agreement, dated 1st July 2008, between Sanctuary Park Realty Holding Company and Avaya Inc. for 1145 Sanctuary Parkway, Alpharetta, Georgia. As amended by Amendment #1 dated 1st January 2014 between Sanctuary Park Realty Holding Company and Avaya Inc.
50. 307951 Lease agreement, dated 30th July 2012, between Technology Park X, Limited Partnership and Avaya Inc. for 600 Technology Park Drive, Billerica, Massachusetts.
51. 307965 Lease agreement, dated 1st June 2012, between The Prudential Insurance Company of America and Avaya Inc. for 4655 Great America Parkway, Santa Clara, California.
52. 308136 Lease agreement, dated 1st November 2014, between MR 12121, LLC and Avaya Inc. for 12121 Grant St, Thornton, Colorado.
53. 304499 Lease agreement, dated 8th July 1999, between Concord Storage Associates and Avaya Inc. for 1111 Freeport Parkway, Coppell, Texas.
54. 307820 Lease agreement, dated 30th June 2006, and amended December 28th 2015 between Vornado Two Penn Property LLC and Avaya Inc. for Two Penn Plaza, New York, New York (as amended).

55. 307989 Lease agreement, dated 1st December 2002, between Reva Norfolk, LLC and Avaya Federal Solutions, Inc. for 12730 Fair Lakes Circle, Fairfax, Virginia.
56. 308040 Lease agreement, dated 6th May 2011, between 1000 Waterford Operating LP and Avaya Inc. for 1000 NW 57th Court, Miami, Florida.
57. 308048 Lease agreement, dated 1st May 2011, between Minneapolis 225 Holdings LLC and Avaya Inc. for 225 South Sixth Street, Minneapolis, Minnesota, USA, as amended.
58. 308036 Lease agreement, dated 1st August 2015, between Emirates Towers LLC and Avaya Nederland BV for Sheikh Zayed Road, Dubai, United Arab Emirates.
59. 307965-03 Sublease agreement, dated 11 November 2015, between Telenav, Inc. and Avaya Inc., for 4655 Great America Parkway, 3rd Floor, Santa Clara, California, 95054.
60. Assignment and Assumption of Sublease, dated as of February 25, 2013, by and between Avaya Government Solutions Inc. and Avaya Federal Solutions, Inc. (for the assignment of that certain Office Sublease Agreement, dated as of March 7, 2012, for premises located at 4655 Great America Parkway, Santa Clara, CA 95054.

Exceptions:

61. Letter, dated 26 January 2016, regarding that certain Lease dated April 2005 between AXA Sun Life Plc (1) Nortel Networks UK Limited (2) Maidenhead Office Park Management Company Limited (2) Premises known as 3 Maidenhead Office Park, Westacott Way, Littlewick Green, Maidenhead SL6 3QH regarding a cost estimate.
62. Letter, dated 26 January 2016, regarding that certain Lease dated April 2005 between AXA Sun Life Plc (1) Nortel Networks UK Limited (2) Maidenhead Office Park Management Company Limited (2) Premises known as 3 Maidenhead Office Park, Westacott Way, Littlewick Green, Maidenhead SL6 3QH regarding the interim schedule of dilapidations.

Section 3.08(a)
Transferred Registered Intellectual Property

Copyright Registrations: None.

Domain Name Registrations:

Domain Name	Expiration Date	Registrant Name	Registrant Organization	Registrar
idengines.com	1/13/2018	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.
idengines.net	8/12/2017	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.
identityengines.com	2/11/2018	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.
identityengines.net	2/11/2018	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.

Patents:

See attached Annex 3.08(a).

Trademark Registrations:

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
1	BAYSTACK	Canada	567746	Registered	9/19/2002	Avaya Holdings Limited
2	BAYSTACK	EU	1562115	Registered	4/30/2001	Avaya Holdings Limited
3	BAYSTACK	US	2456966	Registered	6/5/2001	Avaya Holdings Limited
4	CONTIVITY	Argentina	2511972	Registered	6/25/2002	Avaya Holdings Limited
5	CONTIVITY	Brazil	821249169	Registered	7/16/2002	Avaya Holdings Limited
6	CONTIVITY	Canada	548958	Registered	7/31/2001	Avaya Holdings Limited

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
7	CONTIVITY	China	1399370	Registered	5/21/2000	Avaya Holdings Limited
8	CONTIVITY	Colombia	226197	Registered	1/21/2010	Avaya Holdings Limited
9	CONTIVITY	Finland	215358	Registered	8/31/1999	Avaya Holdings Limited
10	CONTIVITY	Hong Kong	199916995	Registered	6/10/1998	Avaya Holdings Limited
11	CONTIVITY	Israel	124405	Registered	11/4/1999	Avaya Holdings Limited
12	CONTIVITY	Japan	4352293	Registered	1/21/2000	Avaya Holdings Limited
13	CONTIVITY	Korea (South)	40045715000 00	Registered	10/21/1999	Avaya Holdings Limited
14	CONTIVITY	New Zealand	302353	Registered	5/6/1999	Avaya Holdings Limited
15	CONTIVITY	Sweden	339406	Registered	8/11/2000	Avaya Holdings Limited
16	CONTIVITY	Taiwan	962861	Registered	9/30/2001	Avaya Holdings Limited
17	CONTIVITY	US	2301696	Registered	12/21/1999	Avaya Holdings Limited
18	IDENGINES	US	3349489	Registered	12/4/2007	Avaya Inc.
19	IGNITION	US	3349580	Registered	12/4/2007	Avaya Inc.

Section 3.08(b)
Intellectual Property Proceedings

Pending Proceedings

1. Network-1 Security Solutions, Inc. v. Alcatel-Lucent USA Inc., et al., US District Court, Eastern District of Texas, Tyler Division, Case No. 6:11-cv-00492: Accusing Avaya Inc. of patent infringement relating to multiple products, including networking.
3. BlackBerry Limited, a Canadian Corporation, and BlackBerry Corporation, a Delaware Corporation v Avaya Inc., a Delaware Corporation, US District Court, Northern District of Texas, Dallas Division, Case 3:16-cv-02185-M: Accusing Avaya Inc. of patent infringement relating to 8 patents across product portfolio, including networking
4. Magnacross LLC v. Avaya Inc., US District Court, Eastern District of Texas, Marshall Division, Case No. 2:16-cv-1461: Accusing Avaya Inc. of patent infringement relating to wireless router products.
5. Patent Assertion by MOSAID/Conversant per letters to Pam Craven dated January 30, 2012 and July 3, 2012, accusing Avaya of patent infringement relating to power over Ethernet.

Settlements of patent litigations and other disputes:

1. SNMP Research International License Agreement, effective May 5, 2016 by and between Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc.
2. Settlement Agreement, Mutual Release, and License, effective May 4, 2016, by and among Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc.
3. License and Settlement Agreement between Avaya Inc. and Chrimar Systems, Inc., d/b/a CMS Technologies; Chrimar Holding Company, LLC, effective July 12, 2012.
4. Settlement and Patent License Agreement between Avaya Inc. and Net Navigation Systems, LLC, effective September 2, 2014.*
5. Settlement and License Agreement between Avaya Inc. and ReefEdge Networks, LLC, effective April 17, 2013.*
6. Release Agreement between Avaya Inc. and Relay IP, Inc., effective May 29, 2014.*
7. Release Agreement between Avaya Inc. (including its Affiliates) and Wetrotan LLC, effective October 6, 2015.

8. Release Agreement between Chalumeau Power Systems LLC and Avaya Inc., effective October 31, 2011.*
9. Settlement and License Agreement between Avaya Inc. and Mitel Networks Corporation, effective February 1, 2007 and amended April 11, 2013.

Section 3.08(d)
Licensor Rights in Improvements or Derivative Works

1. Addendum to Master Services Agreement between Tata Elxsi Limited and Avaya Inc., effective the 15th of June, 2015.
2. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
3. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
4. Adoption Agreement to Rocket Software SLA 07-1082 #15621 by and between Rocket Software, Inc. and Nortel Networks Limited, dated September 17, 2010 (as amended by Statement of Work A-7 dated July 29 2013 and Statement of Work A-8 dated December 18, 2017), by and between Avaya Inc. and Rocket Software, Inc.*
5. Amended and Restated Addendum to Master Services Agreement, dated September 1, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH.

Section 3.08(f)
Industry Standards Bodies

Active:

Internet Engineering Task Force (IETF)
Institute of Electrical and Electronics Engineers (IEEE), 802.1, 802.3bz (2.5GBase-T
5GBase-T)
National Emergency Number Association (NENA/EENA)
Open Daylight
World Wide Web Consortium (W3C)
Wifi Alliance (WFA)
Open Stack

Discontinued:

International Telecommunication Union – Telecommunication Standardization Sector
(ITU-T)
MGBase – T Alliance: <http://www.mgbasetalliance.org/> including 2.5/5G consortium
Metro Ethernet Forum - (OCC/Cloud Ethernet Forum - subgroup of MEF)
Open Artwork System Interchange Standard {OASIS)
Translation Automation User Society (TAUS)
Java Community Project (JCP)
Telecommunication Industry Association (TIA)
European Computer Manufacturers Association (ECMA)
Telecommunications Carrier Group (TCG)
Peripheral Component Interconnect Special Interest Group (PCISIG)
European Telecommunications Standards Institute (ETSI)
American National Standards Institute (ANSI)
FIRST
FCC

Open Source Contributions:

1. Avaya has been an active participant in the IEEE standards body and was a founding member of the 802.1Qcj Auto Attach standard. As part of its submission to the IEEE, Avaya contributed limited portions of its Fabric Attach feature to open source on Github.com as an example of how to implement the 802.1Qcj standard. The contributions include limited code that was added to the Link Layer Discover Protocol Daemon (LLDPD) and the Auto Attach Software Development Kit (AASDK) which can be used to implement the 802.1Qcj standard or as an example of how to implement the standard. The Fabric Attach feature originated from Avaya's Enterprise Routing Switch (ERS) products and is currently included in Avaya's Virtual Services Platform (VSP) products.

- The contributions were posted to <https://github.com/auto-attach/>. There are two sections:

- Link Layer Discover Protocol Daemon (LLDPD),
<https://github.com/auto-attach/aa-lldpd>
which is a modified version of:
<http://vincentbernat.github.com/lldpd/>

- Software Development Kit (SDK)
<https://github.com/auto-attach/aa-sdk>

2. Avaya contributed extensions for Auto-Attach (“**Auto-Attach**”) to the Open VSwitch (OVS) project (Linux Foundation Collaborative Projects - <http://openvswitch.org/features/>) which can be found at the github repository. The Auto-Attach software originated from Avaya’s Open Network Adapter product and is embedded in currently available versions of this product. This module enables other vendor products to connect to the Avaya networking ecosystem.

Section 3.08(i)
Business Products and Sellers Proprietary Software

Business Products: See attached Annex 3.08(i)(i).

Sellers Proprietary Software: See attached Annex 3.08(i)(ii).

Section 3.08(k)
Source Code Escrow and Disclosure

None.

Section 3.08(l)
Open Source Software

Please see attached Annex 3.08(l).

Section 3.08(m)
IT Systems

1. In March of 2012, Avaya was contacted by the FBI and notified of several PCs exhibiting indicators of compromise. Avaya responded promptly to each inquiry, removing such PCs from the network, obtaining artifacts and remediating where possible.
2. In 2014, Avaya was contacted by the FBI and notified of potential risks to Avaya's Intellectual Property on the Avaya network. Avaya engaged a third party incident response vendor, Foundstone, to perform a complete assessment of the Avaya network. As part of that assessment, Foundstone found that no data had been removed from the Avaya network and no Avaya Intellectual Property had been compromised.

Section 3.09(a)
Contracts

(a)

(i)

1. Agreement between the European Works Council and Avaya GmbH & Co. KG effective July 31, 2007. Applicable to all employees within the EEA states and EU.*
2. Collective Bargaining Agreement entered between Sindicato Industrial de Trabajadores de Nueva Leon and Avaya Communications de Mexico, S.A. de C.V. signed on June 24th, 2016.*
3. Collective Bargaining Agreement entered between Sindicato Nacional de Trabajadores de la Industria Eléctrica y de la Fabricación de aparatos, equipos, artículos y accesorios para la electricidad y actividades conexas and Avaya Communications de Mexico, S.A. de C.V. signed on April 29th, 2016.*
4. Agreement between Avaya (Shanghai) Enterprise Management Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., Ltd Labor Union Committee dated July 22nd, 2016.*

(ii)

1. Master Agreement between Avaya Inc. and the Commonwealth of Kentucky - Department of Education, effective the 1st of March, 2013. [MA 758 1300000900]
2. Customer Contract (Mexico) between Chrysler De Mexico, S.A. DE C.V. and Avaya Communication de Mexico, S.A. De C.V., effective the 23rd of December, 2011 (as amended).
3. Transactional Agreement For Sale and License of Products and Services between Avaya Inc. and the County of Loudoun, Virginia, effective the 3rd of January, 2017.*
4. Master Agreement for Enterprise Networking Routing & Switching Equipment between the Commonwealth of Kentucky (Finance and Administration Cabinet Commonwealth Office of Technology) and Avaya Inc., effective the 1st of June, 2010 (as amended). [MA 758 1000000828]*
5. Contract #PT64524 in response to RFP 21350, Group 77018 Comprehensive Telecommunications Equipment and Solutions (between Avaya, Inc. and the State of New York Office of General Services), awarded the 12th of May, 2009.*
6. Frame Agreement between Casema B.V. and Avaya Nederland B.V., effective the 25th of October, 2007.*
7. Customer Agreement between Avaya Australia Pty Ltd. and Deloitte Services Pty Limited as trustee for the Deloitte Services Trust, effective the 18th of January, 2016.

8. Global Customer Agreement between Allstate Insurance Company and Avaya World Services Inc., effective the 6th of April, 2013 (as amended).*
9. Avaya Federal Solutions GSA Schedule 70 contract #GS-35F-0156V.*
10. Avaya Federal Solutions Connections II Contract #GS00Q12NSD0005.*

(iii)

1. OEM Purchase and Sale Agreement between Delta Networks, Inc. and Nortel Networks Inc., effective the 2nd of September, 2002 (as amended). This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
2. Adoption Agreement between Delta Networks, Inc. and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 27th of September, 2010 (as amended). This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
3. Inventory Management Agreement between Delta Networks Inc., DNI Logistics (USA) Corporation, Delta Networks Inc. and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc. and Avaya International Sales Limited, effective the 9th of September, 2014. This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
4. Agreement between Avnet, Inc. and Avaya Inc., effective the 15th of April, 2005 (as amended).*
5. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
6. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
7. Manufacturing Services Agreement between Lite-On Technology Corporation, Avaya International Sales Limited and Avaya Inc., effective the 9th of July, 2013 (as amended).*
8. International Manufacturing Services Agreement between Flextronics Systems, Ltd and Avaya Inc., effective the 30th of July, 2008. HUB Operator Agreement between Flextronics Logistics (Zhuhai) Co., Ltd. and Avaya Inc., dated the 5th of March, 2012. Letter of Agreement between Flextronics Telecom Systems, Ltd. and Avaya Inc., dated the 13th of October, 2014.*
9. Master Services Agreement, dated as of January 1st, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH, as amended and the

related Amended and Restated Addendum to Master Services Agreement, dated September 1st, 2014.*

10. Master Resale Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of October, 2012 (as amended). Master Services Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of August, 2013.*
11. Services Agreement between Infosys Limited and Avaya Inc., effective the 5th of September, 2006 (as amended).*
12. Master Subcontractor Agreement for Supply of Services between Innovatia Inc. and Avaya Inc., effective the 1st of October, 2010 (as amended).*
13. Product & Software Agreement between Ixia and Avaya Inc., effective the 11th of January, 2012.* This Product & Software Agreement has expired; however, as of the date hereof, the parties have continued to operate under the terms of the agreement.
14. Professional Services Agreement between Tata Elxsi Ltd. and Avaya Inc., effective the 12th of September, 2005 (as amended).
15. Master Services Agreement between TAPFIN Process Solutions, a ManpowerGroup Company and Avaya Inc., effective the 17th of February, 2014.*
16. Master Services Agreement between Avaya International Sales Limited and Tata Elxsi Limited, effective the 6th of May, 2015 (as amended).

(iv)

1. All items in disclosures 2-7 in Section 3.06(a)(i) are incorporated herein.
2. Master Lease Agreement between CSI Leasing, Inc. and Avaya Inc., dated the 25th of June, 2015.*

(v)

1. Fifth Amended and Restated Investors' Rights Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014.
2. Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement by and between Avaya Inc. and the other investors and shareholders party thereto and Xirrus, Inc., effective as of April 22nd, 2014.
3. Series E Preferred Stock Purchase Agreement between Xirrus, Inc., Questmark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, Dirk I. Gates and Avaya Inc., effective as of April 22nd, 2014.

4. Fourth Amended and Restated Voting Agreement between Xirrus, Inc., Questmark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, Dirk I. Gates, Patrick P. Parker, Steven F. and Kelly J. Degennaro (Trustees of the Degennaro Family 2001 Trust Dated May 30, 2001), and Avaya Inc., effective as of April 22nd, 2014.
5. Note and Warrant Purchase Agreement by and between Avaya Inc. and the other lenders party thereto, and Xirrus, Inc., dated as of February 26, 2015.
6. Secured Convertible Promissory Note No 15-5, by and between Xirrus, Inc. and Avaya Inc., dated February 26, 2015.
7. Capital Stock Warrant No 15-5, by and between Xirrus, Inc. and Avaya Inc., dated February 26, 2015.
8. Subordination Agreement, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent, dated as of February 26, 2015.
9. Security Agreement, dated as of February 26, 2015, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
10. Intellectual Property Security Agreement, dated as of February 26, 2015, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein).
11. Secured Convertible Promissory Note No 15-15, by and between Xirrus, Inc. and Avaya Inc., dated April 6, 2015.
12. Capital Stock Warrant No. 16-22, by and between Avaya Inc. and Xirrus, Inc., dated January 1, 2016.
13. Capital Stock Warrant No 16-12, by and between Avaya Inc. and Xirrus, Inc., dated January 1, 2016.
14. Note and Warrant Purchase Agreement between Avaya Inc., Questmark Partners III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP, The Board of Trustees of the Leland Stanford Junior University and Xirrus, Inc. effective as of February 19th, 2016.
15. Subordination Agreement, dated as of February 19, 2016, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent.
16. Security Agreement, dated as of February 19, 2016, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.

17. Intellectual Property Security Agreement, dated as of February 19, 2016, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein). Secured Convertible Promissory Note No. 16-5, by and between Xirrus, Inc. and Avaya Inc., dated February 19, 2016.
18. Capital Stock Warrant No 16-5, by and between Xirrus, Inc. and Avaya Inc., dated February 19, 2016.
19. Amendment No. 1 to Secured Convertible Promissory Notes, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto, dated February 19, 2016.
20. Note and Purchase Agreement between Avaya Inc., QuestMark Partners III, L.P., QuestMark Partners Side Fund III, L.P., August Capital IV, L.P., Canaan VIII, L.P., U.S. Venture Partners IX, L.P., InterWest Partners X, LP and Xirrus Inc., entered into as of May 31st, 2016.
21. Subordination Agreement, dated as of May 31, 2016, by and between Avaya Inc. and the other Creditors party thereto, Triple Point Venture Growth BDC Corp., as Lender, and Carr & Farrell LLP, as Collateral Agent.
22. Security Agreement, dated as of May 31, 2016, by and between Xirrus, Inc., Avaya Inc. and the other Lenders party thereto.
23. Intellectual Property Security Agreement, dated as of May 31, 2016, by and between Xirrus, Inc., Carr & Farrell LLP as Collateral Agent for Avaya Inc. and the other Lenders (including Avaya Inc. identified therein).
24. Secured Convertible Promissory Note No. 16-14, by and between Xirrus, Inc. and Avaya Inc., dated May 31, 2016
25. Capital Stock Warrant No 16-31, by and between Xirrus, Inc. and Avaya Inc., dated May 31, 2016.
26. Eighth Amended and Restated Articles of Incorporation between Xirrus, Inc. and the California Secretary of State's Office, effective as of April 21st, 2014.
27. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
28. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.

(vi)

1. All items in Section 1.03(a)(vii) are incorporated herein.

2. All items in Section 3.07 are incorporated herein.

(vii)

1. Contract #PT64524 in response to RFP 21350, Group 77018 Comprehensive Telecommunications Equipment and Solutions (between Avaya, Inc. and the State of New York Office of General Services), awarded the 12th of May, 2009.*
2. Term Contract T-1316 Telecommunications Equipment & Services between State of New Jersey, Department of the Treasury, Division of Purchase and Property and Avaya Inc., effective the 1st of February, 2012.*
3. Master Agreement between the Commonwealth of Kentucky - Department of Education and Avaya Inc., effective the 1st of March, 2013 (as amended). [MA 758 1300000900]
4. Contract PM20790 between The People of the State of New York, acting by and through the Commissioner of the Office of General Services and Avaya Inc., effective the 30th of November, 2015 (as amended).*
5. PEPPM 2015 Product Line Bid CSIU and Awarded Vendor Agreement between Central Susquehanna Intermediate Unit, Lewisburg, Pennsylvania and Avaya Inc., effective the 1st of January, 2015.*
6. Master Agreement for Enterprise Networking Routing & Switching Equipment between the Commonwealth of Kentucky (Finance and Administration Cabinet Commonwealth Office of Technology) and Avaya Inc., effective the 1st of June, 2010 (as amended). [MA 758 1000000828]*
7. Master Component and Services Subcontracting Agreement between AT&T Services, Inc. and Avaya Inc., dated the 13th of August, 2009 (as amended).

(viii)

1. Master Agreement between the Commonwealth of Kentucky - Department of Education and Avaya Inc., effective the 1st of March, 2013 (as amended). [MA 758 1300000900]
2. Contract #PT64524 in response to RFP 21350, Group 77018 Comprehensive Telecommunications Equipment and Solutions (between Avaya, Inc. and the State of New York Office of General Services), awarded the 12th of May, 2009.*
3. Master Agreement for Enterprise Networking Routing & Switching Equipment between the Commonwealth of Kentucky (Finance and Administration Cabinet Commonwealth Office of Technology) and Avaya Inc., effective the 1st of June, 2010 (as amended). [MA 758 1000000828]*
4. Transactional Agreement For Sale and License of Products and Services between Avaya Inc. and the County of Loudoun, Virginia, effective the 3rd of January, 2017.*

5. Avaya Federal Solutions GSA Schedule 70 contract #GS-35F-0156V.*
6. Avaya Federal Solutions Connections II Contract #GS00Q12NSD0005.*

(ix)

1. Private Label Collaboration Agreement between China Communication Technology Software Information Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., Ltd. effective the 21st of April, 2016.

(x)

1. License Agreement, effective May 5, 2016, by and between Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc.*
2. License and Settlement Agreement between Avaya Inc. and Chrimar Systems, Inc., d/b/a CMS Technologies; Chrimar Holding Company, LLC, effective July 12, 2012.*
3. Settlement and Patent License Agreement between Avaya Inc. and Net Navigation Systems, LLC, effective September 2, 2014.*
4. Settlement and License Agreement between Avaya Inc. and ReefEdge Networks, LLC, effective April 17, 2013.*
5. Release Agreement between Avaya Inc. and Relay IP, Inc., effective May 29, 2014.*
6. Release Agreement between Avaya Inc. (including its Affiliates) and Wetro Lan LLC, effective October 6, 2015.*
7. Release Agreement between Chalumeau Power Systems LLC and Avaya Inc., effective October 31, 2011.*
8. Settlement and License Agreement between Avaya Inc. and Mitel Networks Corporation, effective February 1, 2007 and amended April 11, 2013.*

(xi)

Customers (in order of appearance from 3.20 – note that some customers have multiple agreements):

1. Distributor Agreement #DV1-T100801 between Westcon Group, Inc. and Avaya Inc. on behalf of its identified subsidiaries, dated the 2nd of August, 2010 (as amended).*
 - a. Country Participation Agreement to the Distributor Agreement, by and between Westcon Brasil Ltda. and Avaya Brasil Ltda., dated the 12th of August, 2010, subject to the terms of the Distributor Agreement between Westcon Group, Inc. and Avaya Inc.*

- b. Participation Agreement to the Distributor Agreement (for Heritage Nortel Networks Products), by and between Westcon Brasil Ltda. And Avaya International Sales Limited, dated the 27th of October, 2010, subject to the terms of the Distributor Agreement between Westcon Group Inc. and Avaya Inc.*
- 2. Distributor Agreement between Westcon Group European Operations Ltd. and Avaya International Sales Limited, dated the 6th of August, 2009 (as amended).*
- 3. Distributor Agreement between Westcon Middle East Ltd. and Avaya International Sales Limited, dated the 10th of June, 2009.*
- 4. Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd., dated the 30th of November, 2009 (as amended).*
 - (a) Country Participation Agreement (Australia) to the Distributor Agreement, by and between Datastor (NZ) Ltd. (now known as Westcon) and Avaya International Sales Ltd., dated the 26th of July, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - (b) Country Participation Agreement (Indonesia) to the Distributor Agreement, by and between PT Westcon Group and Avaya International Sales Limited, dated the 9th of February, 2012, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - (c) Country Participation Agreement (Philippines) to the Distributor Agreement, by and between Avaya International Sales Ltd. and Westcon Group Pte. Ltd. Singapore, dated the 9th of February, 2012, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - (d) Country Participation Agreement (Singapore) to the Distributor Agreement, by and between Westcon Group Pte. Ltd. and Avaya International Sales Ltd., dated the 18th of August, 2011, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - (e) Country Participation Agreement (Thailand) to the Distributor Agreement, by and between Westcon Group (Thailand) Co., Ltd. and Avaya International Sales Ltd., dated the 8th of May, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - (f) Country Participation Agreement (Vietnam) to the Distributor Agreement, by and between Avaya International Sales Ltd. and Westcon Group Pte. Ltd., dated the 15th of September, 2011, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - (g) Country Participation Agreement to the Distributor Agreement for the territory of New Zealand, by and between Datastor (NZ) Ltd. (now known as Westcon) and Avaya International Sales Ltd., dated the 26th of July, 2010, subject to the terms of the

Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*

- (h) Country Participation Agreement to the Distributor Agreement, by and between Comstor Pte. Ltd. and Avaya International Sales Limited, dated the 4th of May, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
5. Distribution Agreement between ScanSource, Inc. (d/b/a Catalyst Telecom) and Avaya Inc., dated the 16th of August, 2002 (as amended).*
 6. Distributor Agreement between Scansource Europe SPRL and Avaya International Sales Limited, effective the 21st of September, 2009 (as amended).*
 7. Distributor Agreement between Synnex Corporation and Avaya Inc., effective the 14th of December, 2012 (as amended).*
 8. Distributor Agreement between Synnex Technology International (HK) Limited and Avaya International Sales Limited, effective 1st of June 2012.*
 9. Distributor Agreement between PT Synnex Metrodata Indonesia and Avaya International Sales Limited, effective 12th of Nov 2012.*
 10. Distributor Agreement between Synnex Infotec Corporation and Avaya Japan Ltd, effective 13th of Nov 2014 (as amended).*
 11. Distributor Agreement between Ingram Micro Distribution Gmbh and Avaya International Sales Limited, dated the 25th of November, 2011 (as amended).*
 12. Distributor Agreement between Ingram Micro LP's and Avaya Canada Corp., dated the 11th of August, 2010 (as amended).*
 13. Master Agreement between Avaya Inc. and the Commonwealth of Kentucky - Department of Education, effective the 1st of March, 2013. [MA 758 1300000900]
 14. Distributor Agreement #DV1-T0910004 between Jenne Distributors, Inc. (now Jenne, Inc.) and Avaya Inc., dated the 22nd of October, 2009 (as amended).*
 15. Distributor Agreement between Azlan Logistics Limited and Avaya International Sales Limited, dated the 4th of September, 2009 (as amended).*
 16. Distributor Agreement between Tallard Technologies Inc. (now Avnet Inc.) and Avaya Inc., effective the 1st of April, 2010 (as amended).*
 17. Customer Contract (Mexico) between Chrysler De Mexico, S.A. DE C.V. and Avaya Communication de Mexico, S.A. De C.V., effective the 23rd of December, 2011 (as amended).

18. Direct Partner Agreement between Dimension Data Commerce Centre Limited and Avaya World Services, Inc., dated the 17th of July, 2012.*
19. Novation Agreement of Indonesia service contracts between PT. Sierra Communication Indonesia, PT. Jebesen & Jessen Communications Indonesia and PT. Dimension Data Indonesia, effective the 1st of February, 2016.*
20. Direct Partner Agreement between Jebesen & Jessen Communications (S) Pte Ltd., (now Dimension Data) and Avaya International Sales Limited, effective the 1st of February, 2011.*
 - a. Country Participation Agreement between Jebesen & Jessen Communications (P) Inc. and Avaya International Sales Limited, effective the 11th of February, 2011, subject to the terms of the Direct Partner Agreement between Jebesen & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
 - b. Country Participation Agreement between Jebesen & Jessen Communications (T) Ltd. and Avaya International Sales Limited, effective the 7th of March, 2011, subject to the terms of the Direct Partner Agreement between Jebesen & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
 - c. Country Participation Agreement between Jebesen & Jessen Communications Solutions (M) Sdn Bhd and Avaya International Sales Limited, effective the 11th of April, 2011, subject to the terms of the Direct Partner Agreement between Jebesen & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
 - d. Country Participation Agreement between PT. Jebesen & Jessen Communications Indonesia and Avaya International Sales Limited, effective the 11th of February, 2011, subject to the terms of the Direct Partner Agreement between Jebesen & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
21. Avaya Federal Solutions Connections II Contract #GS00Q12NSD0005.*
22. Direct Partner Agreement between Mideast Data Systems PACC and Avaya International Sales Ltd., dated the 17th of June, 2015.*
23. Distributor Agreement between Redington Gulf FZE and Avaya International Sales Ltd., dated the 18th of May, 2009 (as amended).*
24. Distributor Agreement between Comptek International Overseas, Al Soft Distribution Ltd. and Avaya International Sales Limited, effective the 31st of August, 2009 (as amended).*
25. Direct Partner Agreement between China Communications Software Information Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., effective 2015 [not specifically dated].
26. Distributor Agreement between Almasa IT Distribution FZCO and Avaya International Sales Limited effective the 11th of May, 2009 (as amended).*

27. Direct Partner Agreement between Simac Technik CR A.S. and Avaya International Sales Ltd., dated the 20th of October 2010.*
28. Transactional Agreement For Sale and License of Products and Services between Avaya Inc. and the County of Loudoun, Virginia, effective the 3rd of January, 2017.*
29. Direct Partner Agreement between Capita IT Services Limited and Avaya International Sales Limited, effective the 1st of October, 2012 (as amended).*
30. Direct Partner Agreement between Middle East Telecommunication Company L.L.C. and Avaya International Sales Ltd., effective the 21st of January, 2015.*

Suppliers – (in order of appearance from 3.20 – note that some suppliers have multiple agreements):

1. OEM Purchase and Sale Agreement between Delta Networks, Inc. and Nortel Networks Inc., effective the 2nd of September, 2002 (as amended). This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
2. Adoption Agreement between Delta Networks, Inc. and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 27th of September, 2010 (as amended). This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
3. Inventory Management Agreement between Delta Networks Inc., DNI Logistics (USA) Corporation, and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 30th of June, 2014. This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
4. Agreement between Avnet Applied Computing and Avnet Electronics Marketing. and Avaya Inc., effective the 15th of April, 2005 (as amended).*
5. Manufacturing Services Agreement between Lite-On Technology Corporation and Avaya Inc., effective the 9th of July, 2013 (as amended).*
6. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
7. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
8. Master Services Agreement between Luxoft Global Operations GmbH and Avaya Inc., effective the 1st of January, 2014 (as amended).*

9. International Manufacturing Services Agreement between Flextronics Systems, Ltd and Avaya Inc., effective the 30th of July, 2008.*
10. HUB Operator Agreement between Flextronics Logistics (Zhuhai) Co., Ltd. and Avaya Inc., dated the 5th of March, 2012. Letter of Agreement between Flextronics Telecom Systems, Ltd. and Avaya Inc., dated the 13th of October, 2014.*
11. Master Resale Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of October, 2012 (as amended).*
12. Master Services Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of August, 2013.*
13. Services Agreement between Infosys Technologies Limited and Avaya Inc., effective the 5th of September, 2006 (as amended).*
14. General Conditions of Purchase of Materials Adoption Agreement between Astec America LLC, Astec Europe Ltd., Astec International Ltd., Avaya Inc. and Avaya International Sales Limited, effective the 15th of December, 2014. This General Conditions of Materials Adoption Agreement has expired; however, as of the date hereof, the parties have continued to operate under the terms of the agreement.
15. Master Subcontractor Agreement for Supply of Services between Innovatia Inc. and Avaya Inc., effective the 1st of October, 2010 (as amended).*
16. Product & Software Agreement between Ixia and Avaya Inc., effective the 11th of January, 2012.* This Product & Software Agreement has expired; however, as of the date hereof, the parties have continued to operate under the terms of the agreement.
17. Professional Services Agreement between Tata Elxsi Ltd. and Avaya Inc., effective the 12th of September, 2005 (as amended).
18. Master Services Agreement between Avaya International Sales Limited and Tata Elxsi Limited, effective the 6th of May, 2015 (as amended).
19. Master Services Agreement between TAPFIN Process Solutions, a ManpowerGroup Company and Avaya Inc., effective the 17th of February, 2014.*
20. Master Service Agreement between EION International Inc. and Avaya Inc., effective the 25th of July, 2011 (as amended).*
21. Cross-License Agreement between Spirent Communications Israel Ltd., Avaya Inc., Radvision Ltd., and Radvision Inc., dated the 1st of July, 2014.*
22. License Agreement between Communication Test Design, Inc. and Avaya Inc., effective the 1st of August, 2013 (as amended). Master Repair and Logistics Service Agreement between Communications Test Design, Inc. and Avaya Inc., effective the 1st of February, 2016.*

23. Source Code License and Software Distribution Agreement between Broadcom Corporation and Avaya Inc., effective the 16th of December, 2003 (as amended). Software License Agreement between Broadcom Corporation and Avaya Inc., effective the 17th of November, 2005 (as amended). *
24. Master Lease Agreement between CSI Leasing, Inc. and Avaya Inc., dated the 25th of June, 2015.*
25. Master Professional Services Agreement between HP Enterprise Services LLC and Avaya Inc., effective the 20th of August, 2014 (as amended).*

(xii)

1. Patent License Agreement between Avaya Inc. and Cisco Systems, Inc., effective the 1st of October, 2000.*
2. Amendment No. 1 to the Patent License Agreement between Avaya Inc. and Cisco Systems, Inc., effective the 24th of October, 2013.*
3. Patent License Agreement between Avaya Inc. and International Business Machines Corporation, effective the 1st of October, 2000.*
4. Patent License Agreement between Avaya Inc. and International Business Machines Corporation, effective the 22nd of December, 2006.*
5. Patent License Agreement between Avaya Licensing LLC and Iwatsu Electric Co., Ltd., effective the 1st of January, 2006 (as amended).*
6. Amendment to November 15, 2002 Patent License Agreement between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 15th of June, 2013.*
7. Patent License Agreement between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 15th of November, 2002, as amended.*
8. Letter Agreement between Avaya Inc. and Leviton Manufacturing Co., Inc., effective September 27, 2002.*
9. Offer Letter of Amendment and Release between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 30th of September, 2003.*
10. Letter of Amendment to Patent License Agreement of November 15, 2002 between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 30th of January, 2004.*
11. Settlement and Patent License Agreement between Avaya Inc. and Mitel Corporation, effective the 1st of February, 2007.*

12. Addendum to Settlement and Patent License Agreement between Avaya Inc. and Mitel Networks Corporation, effective the 11th of April, 2013.*
13. Patent License Agreement between Avaya Licensing Corporation and Panduit Corporation, effective the 4th of December, 2002.*
14. Patent and Technology License Agreement by and between Lucent Technologies Inc. and Lucent Technologies GRL CORP. and Avaya Inc. and Avaya Technology Corp., effective the 1st of October, 2000.*
15. Master Services Agreement, dated as of January 1st, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH, as amended and the related Amended and Restated Addendum to Master Services Agreement, dated the 1st of September, 2014.*
16. Master Services Agreement between Tata Elxsi Limited and Avaya Inc., effective the 6th of May, 2015 (as amended by the Addendum to Master Services Agreement between Tata Elxsi Limited and Avaya Inc., effective the 15th of June, 2015).
17. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
18. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
19. Software License Agreement between Avaya Inc. and Rocket Software, Inc., effective the 2nd of February, 2007 (as amended).*

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1. Master Services Agreement, dated as of January 1st, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH, as amended and the related Amended and Restated Addendum to Master Services Agreement, dated the 1st of September, 2014.*
2. Statement of Work Software Application Development for SDN Fx Healthcare Solution between Avaya Inc. and Tata Elxsi Limited, dated the 30th of June, 2016.
3. Binary License and Redistribution Agreement for Royalty License between Avaya Inc., Avaya International Sales Limited and Oracle America Inc., effective 15th of July, 2012 (as amended).*

4. Oracle Partnernetwork Embedded Software License Distribution Agreement between Avaya Inc. and Oracle America Inc., effective of 15th of July, 2011 (as amended).*
5. Closed System Partner Program Agreement between Avaya Inc. and Red Hat, Inc., effective the 22nd of July, 2008 (as amended).*
6. Partner Acceptance Document Agreement between Avaya Inc. and Red Hat, Inc. effective the 31st of May, 2016.*
7. Embedded Software License Agreement between Avaya Canada Inc. and Mocana Corporation, effective the 14th of December, 2005 (as amended).*
8. Software OEM and Resale Agreement between Avaya Inc., Avaya International Sales Limited, and Mirantis, Inc., effective the 19th of August, 2015.
9. Software License Agreement between Avaya Inc. and Rocket Software, Inc., effective the 2nd of February, 2007 (as amended).*
10. Software OEM and Resale Agreement between Avaya Inc., and Inocybe Technologies, effective the 14th of August, 2015 (as amended).
11. Software OEM and Resale Agreement between Avaya Inc. and KEMP Technologies Inc., effective 21st of January, 2016.
12. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
13. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
14. Enterprise License Agreement between Avaya Inc., International Sales Limited, and Wind River Systems, effective the 7th of November 2003 (as amended).*
15. End User License agreement No. e5311 between Avaya Inc. and Mentor Graphics Corporation, effective the 27th of June 2008 (as amended).*
16. Software OEM and Resale Agreement between Avaya Inc. and DrivenBI, LLC, effective the 3rd of September 2010, as amended.

17. Software OEM and resale Agreement between Avaya Inc. and Azul Systems, Inc. effective the 28th of February 2016.*
18. Patent License Agreement between Avaya Inc. and Cisco Systems, Inc., effective the 1st of October, 2000.*
19. Amendment No. 1 to the Patent License Agreement between Avaya Inc. and Cisco Systems, Inc., effective the 24th of October, 2013.*
20. Patent License Agreement between Avaya Inc. and International Business Machines Corporation, effective the 1st of October, 2000.*
21. Patent License Agreement between Avaya Inc. and International Business Machines Corporation, effective the 22th of December, 2006.*
22. Patent License Agreement between Avaya Licensing LLC and Iwatsu Electric Co., Ltd., effective the 1st of January, 2006 (as amended).*
23. Amendment to November 15, 2002 Patent License Agreement between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 15th of June, 2013.*
24. Patent License Agreement between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 15th of November, 2002.*
25. Letter Agreement between Avaya Inc. and Leviton Manufacturing Co., Inc., effective September 27, 2002.*
26. Offer Letter of Amendment and Release between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 30th of September, 2003.*
27. Letter of Amendment to Patent License Agreement of November 15, 2002 between Avaya Licensing Corporation and Leviton Manufacturing Co., Inc., effective the 9th of January, 2004.*
28. Settlement and Patent License Agreement between Avaya Inc. and Mitel Corporation, effective the 1st of February, 2007.*
29. Addendum to Settlement and Patent License Agreement between Avaya Inc. and Mitel Networks Corporation, effective the 11th of April, 2013.*
30. Patent License Agreement between Avaya Licensing Corporation and Panduit Corporation, effective the 4th of December, 2002.*
31. Patent and Technology License Agreement by and between Lucent Technologies Inc. and Lucent Technologies GRL CORP. and Avaya Inc. and Avaya Technology Corp., effective the 1st of October, 2000.*

32. SSHTOOLS Software License by and between SSHTOOLS LTD and Avaya India Pvt Ltd., effective December 2, 2014.*

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1. Master Services Agreement between Luxoft Global Operations GmbH and Avaya Inc., effective the 1st of January, 2014 (as amended by the Amended and Restated Addendum to Master Services Agreement, dated September 1, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH).
2. Master Services Agreement between Tata Elxsi Limited and Avaya Inc., effective the 6th of May, 2015 (as amended by the Addendum to Master Services Agreement between Tata Elxsi Limited and Avaya Inc., effective the 15th of June, 2015).
3. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
4. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
5. Adoption Agreement to Rocket Software SLA 07-1082 #15621 by and between Rocket Software, Inc. and Nortel Networks Limited, dated September 17, 2010, by and between Avaya Inc. and Rocket Software, Inc.*
6. Software OEM and Resale Agreement between Avaya Inc., Avaya International Sales Limited, and Mirantis, Inc., effective August 19, 2015.

(xv)

None.

(xvi)

1. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
2. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.

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None.

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Partners:

1. Direct Partner Agreement between Dimension Data Commerce Centre Limited and Avaya World Services, Inc., dated the 17th of July, 2012.*
2. Novation Agreement of Indonesia service contracts between PT. Sierra Communication Indonesia, PT. Jebson & Jessen Communications Indonesia and PT. Dimension Data Indonesia, effective the 1st of February, 2016.*
3. Direct Partner Agreement between Jebson & Jessen Communications (S) Pte Ltd., (now Dimension Data) and Avaya International Sales Limited, effective the 11th of February, 2011.*
 - a. Country Participation Agreement between Jebson & Jessen Communications (P) Inc. and Avaya International Sales Limited, effective the 11th of February, 2011, subject to the terms of the Direct Partner Agreement between Jebson & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
 - b. Country Participation Agreement between Jebson & Jessen Communications (T) Ltd. and Avaya International Sales Limited, effective the 7th of March, 2011, subject to the terms of the Direct Partner Agreement between Jebson & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
 - c. Country Participation Agreement between Jebson & Jessen Communications Solutions (M) Sdn Bhd and Avaya International Sales Limited, effective the 11th of April, 2011, subject to the terms of the Direct Partner Agreement between Jebson & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
 - d. Country Participation Agreement between PT. Jebson & Jessen Communications Indonesia and Avaya International Sales Limited, effective the 11th of February, 2011, subject to the terms of the Direct Partner Agreement between Jebson & Jessen Communications (S) Pte Ltd., and Avaya International Sales Limited.*
4. Direct Partner Agreement between Mideast Data Systems PACC and Avaya International Sales Ltd., dated the 17th of June, 2015.*
5. Direct Partner Agreement between China Communications Software Information Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., effective 2015 [not specifically dated].

6. Direct Partner Agreement between Capita IT Services Limited and Avaya International Sales Limited, effective the 1st of October, 2012 (as amended).*
7. Direct Partner Agreement between Simac Technik CR A.S. and Avaya International Sales Ltd., dated the 20th of October 2010.*
8. Direct Partner Agreement between Middle East Telecommunication Company L.L.C. and Avaya International Sales Ltd., effective the 21st of January, 2015.*
9. Direct Partner Agreement between ECS Telecom Co., Ltd. and Avaya International Sales Ltd., effective the 11th of December, 2009.*
10. Direct Partner Agreement between RT4 Mexico, S.A. de C.V. and Avaya Inc., effective the 6th of March, 2015.*
11. Direct Partner Agreement between Ipnett AS and Avaya International Sales Limited, effective the 31st of March, 2011 (as amended).*
12. Direct Partner Agreement between Mitsui Knowledge Industry Co., Ltd. and Avaya Japan Ltd., dated the 1st of October, 2013.*
13. Reseller Agreement between Fuji Xerox Co., Ltd. and Avaya Japan Ltd., effective the 26th of July, 2010 (as amended).
14. Value Added Reseller Agreement between Texcell-Netcom Co., Ltd. and Avaya International Sales Ltd., effective the 15th of February, 2012.
15. Direct Partner Agreement between Libatel SARL and Avaya International Sales Ltd., dated the 3rd of June, 2011.*

Distributors:

1. Distributor Agreement #DV1-T100801 between Westcon Group, Inc. and Avaya Inc. on behalf of its identified subsidiaries, dated the 2nd of August, 2010 (as amended).*
 - a. Country Participation Agreement to the Distributor Agreement, by and between Westcon Brasil Ltda. and Avaya Brasil Ltda., dated the 12th of August, 2010, subject to the terms of the Distributor Agreement between Westcon Group, Inc. and Avaya Inc.*
 - b. Participation Agreement to the Distributor Agreement (for Heritage Nortel Networks Products), by and between Westcon Brasil Ltda. And Avaya International Sales Limited, dated the 13th of October, 2010, subject to the terms of the Distributor Agreement between Wescon Group Inc. and Avaya Inc.*

2. Distributor Agreement between Westcon Group European Operations Ltd. and Avaya International Sales Limited, dated the 6th of August, 2009 (as amended).*
3. Distributor Agreement between Westcon Middle East Ltd. and Avaya International Sales Limited, dated the 10th of June, 2009.*
4. Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd., dated the 30th of November, 2009 (as amended).*
 - a. Country Participation Agreement (Australia) to the Distributor Agreement, by and between Datastor (NZ) Ltd. (now known as Westcon) and Avaya International Sales Ltd., dated the 26th of July, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - b. Country Participation Agreement (Indonesia) to the Distributor Agreement, by and between PT Westcon Group and Avaya International Sales Limited, dated the 9th of February, 2012, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - c. Country Participation Agreement (Philippines) to the Distributor Agreement, by and between Avaya International Sales Ltd. and Westcon Group Pte. Ltd. Singapore, dated the 9th of February, 2012, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - d. Country Participation Agreement (Singapore) to the Distributor Agreement, by and between Westcon Group Pte. Ltd. and Avaya International Sales Ltd., dated the 18th of August, 2011, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - e. Country Participation Agreement (Thailand) to the Distributor Agreement, by and between Westcon Group (Thailand) Co., Ltd. and Avaya International Sales Ltd., dated the 8th of May, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - f. Country Participation Agreement (Vietnam) to the Distributor Agreement, by and between Avaya International Sales Ltd. and Westcon Group Pte. Ltd., dated the 15th of September, 2011, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
 - g. Country Participation Agreement to the Distributor Agreement for the territory of New Zealand, by and between Datastor (NZ) Ltd. (now known as Westcon) and

Avaya International Sales Ltd., dated the 26th of July, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*

- h. Country Participation Agreement to the Distributor Agreement, by and between Comstor Pte. Ltd. and Avaya International Sales Limited, dated the 4th of May, 2010, subject to the terms of the Distributor Agreement between Comstor Pte. Ltd. (now known as Westcon) and Avaya International Sales Ltd.*
- 5. Distribution Agreement between ScanSource, Inc. (d/b/a Catalyst Telecom) and Avaya Inc., dated the 16th of August, 2002 (as amended).*
- 6. Distributor Agreement between Synnex Corporation and Avaya Inc., effective the 14th of December, 2012 (as amended).*
- 7. Distributor Agreement between Synnex Technology International (HK) Limited and Avaya International Sales Limited, effective 1st of June 2012.*
- 8. Distributor Agreement between PT Synnex Metrodata Indonesia and Avaya International Sales Limited , effective 12th of Nov 2012.*
- 9. Distributor Agreement between Synnex Infotec Corporation and Avaya Japan Ltd, effective 13th of Nov 2014 (as amended).*
- 10. Distributor Agreement #DV1-T090004 between Jenne Distributors, Inc. (now Jenne, Inc.) and Avaya Inc., dated the 22nd of October, 2009 (as amended).*
- 11. Distributor Agreement between Ingram Micro Distribution Gmbh and Avaya International Sales Limited, dated the 25th of November, 2011 (as amended).*
- 12. Distributor Agreement between Ingram Micro LP's and Avaya Canada Corp., dated the 11th of August, 2010 (as amended).*
- 13. Distributor Agreement between Scansource Europe SPRL and Avaya International Sales Limited, effective the 21st of September, 2009 (as amended).*
- 14. Distributor Agreement between Azlan Logistics Limited and Avaya International Sales Limited, dated the 4th of September, 2009 (as amended).*
- 15. Distributor Agreement between Tallard Technologies Inc. (now Avnet Inc.) and Avaya Inc., effective the 1st of April, 2010 (as amended).*

16. Distributor Agreement between Redington Gulf FZE and Avaya International Sales Ltd., dated the 18th of May, 2009 (as amended).*
17. Distributor Agreement between Comptek International Overseas Limited, Al Soft Distribution Limited and Avaya International Sales Limited, effective the 31st of August, 2009 (as amended).*
18. Distributor Agreement between Almasa IT Distribution FZCO and Avaya International Sales Limited effective the 11th of May, 2009 (as amended).*
19. Distributor Agreement between TopTel Telekomunikasyon Ltd. and Avaya International Sales Limited, effective the 16th of July, 2009. *
20. Distributor Agreement between Arrow Electronics ECS Australia Pty Limited (formerly known as Distribution Central Pty Limited) and Avaya International Sales LTD., effective the 9th of February, 2009 (as amended).*
 - a. Country Participation Agreement between Avaya International Sales Limited and ARROW ECS NEW ZEALAND LIMITED f/k/a Distribution Central Limited, effective 26th October 2011 subject to the terms of the Distributor Agreement between Avaya International Sales Limited and Distribution Central Pty Ltd effective 9th of February 2009.*
21. Distributor Agreement between AVAD GmbH, AVAD Switzerland AG and Avaya International Sales Ltd., effective the 26th of May, 2009 (as amended).*
22. Distributor Agreement between Anixter Inc. and Avaya Inc., dated the 21st of December, 2009 (as amended).*
23. Distributor Agreement between Vnetwork System SDN BHD and Avaya International Sales Ltd., effective the 4th of November, 2010 (as amended).*
24. Distribution Agreement between OCS Distribution Deutschland GmbH and Avaya International Sales Ltd., dated the 30th of June, 2009 (as amended).*
25. Distributor Agreement between Aptec Distribution FZ LLC and Avaya International Sales Limited, effective the 13th of July, 2009.*
26. Distributor Agreement between Itancia and Avaya International Sales Ltd., effective the 13th of May, 2009.*

27. Distributor Agreement between Beitel Teletech Limited and Avaya International Sales Limited, effective the 4th of September, 2009 (as amended).*

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None.

Section 3.09(b)
Business Contracts

(i)

1. Master Resale Agreement between World Wide Technology Inc. (“WWT”) and Avaya Inc., effective the 1st of October, 2012 (as amended). Master Services Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of August, 2013. Termination letter between Worldwide Technology, Inc. and Avaya Inc., dated the 9th of September, 2016.

Both parties have mutually agreed not to continue the agreement upon receiving WWT’s notification stating that they no longer wish to renew the Master Resale Agreement and the Master Services Agreement. Such agreements will terminate effective as of September 30, 2018. WWT is continuing to perform per the contractual terms. Stopships have been lifted and WWT has confirmed verbally their procurement team is back placing orders for Avaya and the parties have verbally agreed to continue to work together until an alternative provider can be identified.

2. OEM Purchase and Sale Agreement between Delta Networks, Inc. and Nortel Networks Inc., effective the 2nd of September, 2002 (as amended). Adoption Agreement between Delta Networks, Inc. and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 27th of September, 2010 (as amended). Inventory Management Agreement between Delta Networks Inc., DNI Logistics (USA) Corporation, and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 30th of June, 2014.

DNI terminated their existing agreements with Avaya and informed Avaya they do not believe they are obligated to abide by the post-closing obligations set forth in the existing agreements. Avaya has disputed both the ability of DNI to terminate as well as the post-closing obligations of DNI to continue accepting orders for 180 days after termination is effective. The parties continue to negotiate these points.

In parallel, the parties have reached a tentative verbal agreement to create a new agreement with certain revised terms. While the parties attempt to document the agreement, in the interim, DNI has resumed operations, lifted stopshipments and have verbally committed to restart performing pursuant to the new revised terms. Documentation of the new agreement has not begun yet.

3. Manufacturing Services Agreement between Lite-On Technology Corporation and Avaya Inc., effective the 9th of July, 2013 (as amended). Lite-On Technology provided Avaya with a notice of non-renewal. Lite-On Technology has tentatively verbally agreed to rescind such notice but the parties continue to work through the details and it is not yet finalized.
4. General Conditions of Purchase of Materials Adoption Agreement between Astec America LLC, Astec Europe Ltd., Astec International Ltd., Avaya Inc. and Avaya International Sales Limited, effective the 15th of December, 2014. This General Conditions of Materials

Adoption Agreement has expired; however, as of the date hereof, the parties have continued to operate under the terms of the agreement.

5. Product & Software Agreement between Ixia and Avaya Inc., effective the 11th of January, 2012.* This Product & Software Agreement has expired; however, as of the date hereof, the parties have continued to operate under the terms of the agreement.
6. On January 19, 2017, a customer, GovNet, Inc. sent Avaya a notice of breach alleging certain issues with products previously purchased and demanding replacement products to be provided. Avaya is reviewing the allegations in the claim.
7. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd. This agreement was made available on March 2, 2017.

This Amendment (along with the original Strategic Alliance and OEM Agreement) was amended and restated pursuant to that certain First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.

However, the terms of this amendment were not incorporated into the amended and restated agreement as originally intended. As a result, the parties continue to operate under the terms of this amendment and an amendment to the amended and restated agreement incorporating such terms is in process.

Exceptions:

8. Letter, dated 26 January 2016, regarding that certain Lease dated April 2005 between AXA Sun Life Plc (1) Nortel Networks UK Limited (2) Maidenhead Office Park Management Company Limited (2) Premises known as 3 Maidenhead Office Park, Westacott Way, Littlewick Green, Maidenhead SL6 3QH regarding a cost estimate.
9. Letter, dated 26 January 2016, regarding that certain Lease dated April 2005 between AXA Sun Life Plc (1) Nortel Networks UK Limited (2) Maidenhead Office Park Management Company Limited (2) Premises known as 3 Maidenhead Office Park, Westacott Way, Littlewick Green, Maidenhead SL6 3QH regarding the interim schedule of dilapidations.

Made Available:

1. Avaya Federal Solutions GSA Schedule 70 contract #GS-35F-0156V.* The executed agreement has not been Made Available to Purchaser. Details regarding this agreement can be found at
<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0156V&contractorName=AVAYA+FEDERAL+SOLUTIONS%2C+INC.&executeQuery=YES>.

2. Avaya Federal Solutions Connections II Contract #GS00Q12NSD0005.* The executed agreement has not been Made Available to Purchaser. Details regarding this agreement can be found at
<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0156V&contractorName=AVAYA+FEDERAL+SOLUTIONS%2C+INC.&executeQuery=Y>ES.
3. Settlement Agreement, Mutual Release, and License, effective May 4, 2016, by and among Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc.

Section 3.10 Permits

Purchaser will need to obtain US State Contractor licenses. Each of Avaya's business units, including the Business, requires certain US state and local contracting licenses required for individual jobs. All of the contracting licenses are held personally by an employee at Avaya. Attached as Annex 3.10 is a current list of those licenses, none of which will be a Transferred Asset since (i) they cover CC, UC and networking and (ii) are non-transferrable.

Permits to Import and Sell Networking Products in China					
	Networking product - Model	CCC (China Compliance Certificate) No.	Validity	Permission to Print Certificate	Manufacturer
1	7024XLS	2011-011608498171	2/18/2019	kept by DNI	DNI
2	4826GTS-PWR+,4850GTS-PWR+	2011-011608499243	3/7/2018	kept by DNI	DNI
3	4526T-PWR+,4550T-PWR+	2011-011608499191	1/9/2019	kept by DNI	DNI
4	4826GTS,4850GTS	2011-011608500067	6/21/2018	kept by DNI	DNI
5	3524GT ,3526T	2012-011608537649	4/13/2017	kept by DNI	DNI
6	3524GT-PWR+ ,3526T-PWR+	2012-011608537164	9/10/2020	kept by DNI	DNI
7	3510GT	2012-011608544117	2/28/2017	kept by DNI	DNI
8	3510GT-PWR+	2012-011608537173	9/20/2020	kept by DNI	DNI
9	3549GTS	2014 011608669725	12/9/2018	kept by DNI	DNI
10	3549GTS-PWR+	2014 011608670783	12/9/2018	kept by DNI	DNI
11	7024XT	2014 011608688743	4/22/2019	FZ2014029094	DNI
12	VSP 4450GSX-PWR+	2014 011608691777	5/6/2019	FZ2014033701	DNI
13	VSP8284XSQ	2014 011608706256	7/7/2019	FZ2014050895	DNI
14	VSP 7254XSQ	2015 011608770694	4/10/2020	kept by DNI	DNI
15	VSP 7254XTQ	2015 011608771416	4/10/2020	kept by DNI	DNI
16	3550T	2015 011608810607	7/30/2020	kept by DNI	DNI
17	3550T-PWR+	2016 011608810604	7/30/2020	kept by DNI	DNI
18	VSP 8404	2015 011608758365	2/2/2020	FZ1501007262	DNI
19	5928GTS,5952GTS	2015 011608778089	5/29/2020	FZ1594001179	Lite-On
20	5928GTS-PWR+,5952GTS-PWR+,5928GTS-uPWR	2016 011608778090	5/29/2020	FZ1594001180	Lite-On

Permits to Import and Sell Networking Products in China					
	Networking product - Model	CCC (China Compliance Certificate) No.	Validity	Permission to Print Certificate	Manufacturer
21	4926GTS 4950GTS	2016 011608856360	4/8/2021	FZ1694000918	Lite-On
22	4926GTS-PWR+ 4951GTS-PWR+	2016 011608856812	4/11/2021	FZ1694000960	Lite-On
23	3626GTS	2017 April			
24	3626GTS-PWR+				
25	3650GTS				
26	3650GTS-PWR+				
27	59100GTS	2016 011608906063	20121/9/27	FZ1694002935	Lite-On
28	59100GTS-PWR+	2016 011608906064	20121/9/27	FZ1694002934	Lite-On
29	ERS5928MTS-uPWR	2017 March			

Item	Product Name	MIIT Certificate No.	Valid Date	Factory
1	VSP9000 Layer 3 Switch	12-6874-142602	8/15/2017	USA
2	7024LSX	12-6874-143393	11/24/2017	DNI
3	4850GTS-PWR+	12-6874-143752	12/23/2017	DNI
4	4850GTS	12-6874-143754	12/23/2017	DNI
5	4826GTS-PWR+	12-6874-143753	12/23/2017	DNI
6	4826GTS	12-6874-143755	12/23/2017	DNI
7	4526T-PWR+	12-6874-143751	12/23/2017	DNI
8	4550T-PWR+	12-6874-143750	12/23/2017	DNI
9	3549GTS,	12-6874-164717	12/27/2019	DNI
10	3549GTS-PWR+	12-6874-164718	12/27/2019	DNI
11	7024XT	12-6874-141869	5/30/2017	DNI
12	VSP 4450GSX-PWR+	12-6874-142214	7/4/2017	DNI
13	VSP 8284XSQ	12-6874-143250	11/4/2017	DNI
14	7024XLS	12-6874-143393	11/24/2017	DNI
15	VSP 8404	12-6874-150867	3/6/2018	DNI
16	3526T	12-6874-152013	5/19/2018	DNI
17	3526T-PWR+	12-6874-152012	5/19/2018	DNI
18	3510GT	12-6874-152014	5/19/2018	DNI
19	3510GT-PWR+	12-6874-152932	7/23/2018	DNI
20	3524GT-PWR+	12-6874-152933	7/23/2018	DNI
21	3524GT	12-6874-152934	7/23/2018	DNI
22	5928GTS	12-6874-152935	7/23/2018	Lite-On
23	5952GTS-PWR+	12-6874-152936	7/23/2018	Lite-On
24	5928GTS-PWR+	12-6874-152937	7/23/2018	Lite-On
25	5952GTS	12-6874-152938	7/23/2018	Lite-On
26	VSP 7254XTQ	12-6874-153050	7/29/2018	DNI
27	VSP 7254XSQ	12-6874-153049	7/29/2018	DNI
28	3550T	12-6874-153921	10/16/2018	DNI
29	3550T-PWR+	12-6874-153922	10/16/2018	DNI
30	5928GTS-uPWR	12-6874-161952	6/2/2019	Lit-On

Item	Product Name	MIIT Certificate No.	Valid Date	Factory
31	4926GTS	12-6874-161948	6/2/2019	Lit-On
32	4950GTS	12-6874-161950	6/2/2019	Lit-On
33	4926GTS-PWR+	12-6874-161949	6/2/2019	Lit-On
34	4951GTS-PWR+	12-6874-161951	6/2/2019	Lit-On
35	3626GTS			
36	3626GTS-PWR+			
37	3650GTS			
38	3650GTS-PWR+			
39	59100GTS	12-6874-163585	10/13/2019	lite-On
40	59100GTS-PWR+	12-6874-163584	10/13/2019	Lite-On
41	ERS5928MTS-uPWR			

Item	Wireless - Model Name	Certificate No.	Validity
1	WLAN AP 9122	2015-0699	2020.2.27
2	WLAN Ap 9123	2015-0696	2020.2.27
3	WLAN AP 9144	2016-6046	9/23/2021
4	WAP9114	2017AJ0109	1/3/2022

Section 3.10(b)
Permits Not in Full Force and Effect

None.

Section 3.10(d)
Violation of Permits

Reference is made to Section 3.14(d)(i) of these Disclosure Schedules.

Section 3.12
Legal Proceedings

1. Network-1 Security Solutions, Inc. v. Alcatel-Lucent USA Inc., et al., US District Court, Eastern District of Texas, Tyler Division, Case No. 6:11-cv-00492: Accusing Avaya Inc. of patent infringement relating to multiple products, including networking.
2. BlackBerry Limited, a Canadian Corporation, and BlackBerry Corporation, a Delaware Corporation v Avaya Inc., a Delaware Corporation, US District Court, Northern District of Texas, Dallas Division, Case 3:16-cv-02185-M: Accusing Avaya Inc. of patent infringement relating to 8 patents across product portfolio, including networking.
3. Magnacross LLC v. Avaya Inc., US District Court, Eastern District of Texas, Marshall Division, Case No. 2:16-cv-1461: Accusing Avaya Inc. of patent infringement relating to wireless router products.
4. On January 19, 2017, a customer, GovNet, Inc. sent Avaya a notice of breach alleging certain issues with products previously purchased and demanding replacement products to be provided. Avaya is reviewing the allegations in the claim.

Section 3.13
Employee Benefit Plans; Labor

1. Retention Bonus Agreement, dated May 13, 2016, between Avaya Inc. and Marc Randall.
2. Avaya Inc. Executive Change in Control Agreement, dated May 13, 2016, between Avaya Inc. and Marc Randall.

Region	Country	Type	Global/CountryPlans
Global	All	Bonus	FY17 Avaya Incentive Plan (AIP)
Global	All	Bonus	FY17 Sales Comp Plan
Global	All	Bonus	FY17 Accolades Plan
Global	All	Bonus	KEIP (Key Employee Incentive Plan) Participant Agreement & Agreement Append
Global	All	Bonus	FY17 Vice President Incentive Plan (VIP)
Global	All	Bonus	FY17 VP Advantage
NA	USA	Medical	The Avaya Inc. Medical Expense Plan for Salaried Employees
NA	USA	Retirement	Avaya Savings Plan for Salaried Employees DC
NA	USA	Dental	The Avaya Inc. Dental Expense Plan for Salaried Employees
NA	USA	Legal	The Avaya Inc. Group Legal Services Plan for Salaried Employees
NA	USA	Life	The Avaya Inc. Life Insurance Plan
NA	USA	Disability	The Avaya Inc. Long-Term Disability Plan for Salaried Employees
NA	USA	Flexible Savings Accounts	Health Care and Dependent Care
NA	USA	Disability	The Avaya Inc. Short-Term Disability Plan for Salaried Employees
NA	USA	Medical	The Avaya Inc. Vision Plan for Salaried Employees
NA	USA	Other	Avaya Inc. Business Travel Accident Insurance Plan
NA	USA	Medical	Avaya Inc. Long-Term Care Plan
NA	USA	Life	The Avaya Inc. Supplementary Life Insurance Plan
NA	USA	Life	The Avaya Inc. Supplementary AD&D Insurance Plan
NA	USA	Life	The Avaya Inc. Dependent Life Insurance Plan
NA	USA	Life	The Avaya Inc. Dependent AD&D Insurance Plan
NA	USA	Vacation	Regular vacation for non-exempt; Discretionary Time Off (DTO) for Exempt
NA	USA	Severance	Separation Plan for VP's June 2016
NA	USA	Severance	Involuntary Separation Plan for Senior Officers May 2016
NA	USA	Severance	US Force Management Program (FMP)-US only
NA	Canada	Medical	Medical Avaya Plan
NA	Canada	Dental	Sunlife Dental Plan
NA	Canada	Vision	Avaya Vision SunLife

Region	Country	Type	Global/CountryPlans
NA	Canada	Disability	Avaya Short Term Disability Sick Pay
NA	Canada	Disability	Avaya Long Term Disability Plan
NA	Canada	Life	Supplementary Life Insurance Avaya Plan
NA	Canada	Retirement	Defined Contribution RRSP and DPSP Sunlife
NA	Canada	Vacation	Avaya Canada Vacation Policy
NA	Canada	Employee Referral	Canada Employee Referral Program
APAC	Australia	Disability	Avaya (TOWER) Disability Plan
APAC	Australia	Life	Supplementary Life Insurance Avaya Plan
APAC	Australia	Transportation	Avaya Australia Car Allowance
APAC	Australia	Vacation	Australia Vacation Policy
APAC	Australia	Disability	Short and long-term
APAC	China	Dental	China Life - 100% Avaya Covered Plan
APAC	China	Vacation	China Employee Vacation Policy
APAC	China	Medical and Critical Illness	Avaya Medical Plan -Ping An
APAC	China	Vacation	Avaya China Vacation
APAC	China	Life Insurance	Ping An
APAC	India	Medical	Avaya India Medical Plan
APAC	India	Life	Supplementary Life Insurance Avaya Plan
APAC	India	Tuition Assistance	Tuition Assistance Program
APAC	India	Lunch/Meal	Avaya Meal Plan
APAC	India	Transportation	Avaya India Transportation Allowance
APAC	India	Vacation	Avaya India Employee Vacation Policy
APAC	Japan	Pension	As provided by govt. and Avaya
APAC	Japan	Disability	Ace Insurance Long term disability
APAC	Japan	Life	Supplementary Life - Daiichi Life Insurance
APAC	Japan	Tuition Assistance	Avaya Tuition Reimbursement Plan
APAC	Japan	Child Care	Avaya Japan Child Care Plan
APAC	Japan	Transportation	Avaya Japan Car Transportation Allowance
APAC	Japan	Vacation	Japan Employee Vacation Policy
APAC	Korea	Pension	Avaya Korea Pension plan
APAC	Korea	Life	Supplementary Life - Avaya Plan
APAC	Korea	Tuition Assistance	Avaya Tuition Reimbursement Plan
APAC	Korea	Lunch/Meal	Avaya Meal Plan
APAC	Korea	Child Care	Avaya Tuition Assistance
APAC	Korea	Transportation	Avaya Korea Transportation Allowance
APAC	Korea	Vacation	Korean Employee Vacation Policy

Region	Country	Type	Global/CountryPlans
APAC	Macau	Medical	Self Insured and funded, administered by NGA
APAC	Macau	Dental	Self Insured and funded, administered by NGA
APAC	Macau	Life	Self Insured and funded, administered by NGA
APAC	Macau	Disability	Self Insured and funded, administered by NGA
APAC	Macau	Vacation	Avaya Macau Vacation Policy
APAC	Malaysia	Medical and Dental	MP Insurance Brokers Sdn Bhd and NGA Benefits (self-insured)
APAC	Malaysia	Disability	Avaya Malaysia Disability Plan
APAC	Malaysia	Life	Supplementary Life Insurance Avaya Plan
APAC	Malaysia	Transportation	Avaya Malaysian Car Transportation Allowance
APAC	Malaysia	Vacation	Malaysian Employee Vacation Policy
APAC	Philippines	Pension	Avaya Philippines Retirement Plan
APAC	Philippines	Medical	PHILCARE Medical plan
APAC	Philippines	Disability	PHILCARE Disability plan
APAC	Philippines	Life	PHILCARE Life Insurance plan
APAC	Philippines	Vacation	Avaya Policy
APAC	Singapore	Medical	Aviva Medical Plan
APAC	Singapore	Dental	Avaya Self-insured NGA Benefits
APAC	Singapore	Disability	Aviva Disability Plan
APAC	Singapore	Life	Aviva Life Insurance Plan
APAC	Singapore	Vacation	Avaya Singapore Vacation Policy
CALA	Chile	Medical	Metlife
CALA	Chile	Dental	Metlife
CALA	Chile	Vision	Metlife
CALA	Chile	Life	Avaya policy
CALA	Chile	Disability	Isapre/Fonasa
CALA	Colombia	Pension	As provided by govt. and Avaya Retirement Plan
CALA	Chile	Vacation	Avaya Policy
CALA	Colombia	Medical	Avaya Medical Plan
CALA	Colombia	Vision	Avaya Colombia Vision Plan
CALA	Colombia	Disability	Avaya Disability Plan
CALA	Colombia	Life	Supplementary Life Insurance Avaya Plan
CALA	Colombia	Tuition	Tuition Assistance Program
CALA	Colombia	Transportation	Avaya Colombia Transportation Allowance
CALA	Colombia	Vacation	Avaya Colombia Employee Vacation Plan
CALA	Mexico	Pension	As provided by govt. and Avaya Retirement Plan
CALA	Mexico	Dental	Avaya (Centauro) Dental Plan
CALA	Mexico	Vision	Avaya (MetLife) Vision Plan
CALA	Mexico	Disability	Avaya Disability Plan
CALA	Mexico	Life	Supplementary Life Insurance Avaya Plan

Region	Country	Type	Global/CountryPlans
CALA	Mexico	Tuition Assistance	Tuition Assistance Program
CALA	Mexico	Lunch/Meal	Avaya Meal Plan
CALA	Mexico	Transportation	Avaya Mexico Transportation Allowance
CALA	Mexico	Vacation	Avaya Mexico Vacation Policy
EMEA	France	Pension	As provided by govt. and Avaya
EMEA	France	Medical	Swiss Life
EMEA	France	Life	Supplementary Life Insurance Avaya Plan
EMEA	France	Vacation	Avaya France Vacation Policy
EMEA	Germany	Disability	Avaya Funded
EMEA	Germany	Medical	On-site physician Avaya
EMEA	Germany	Life	Supplementary Life Insurance Avaya Plan
EMEA	Germany	Tuition Assistance	Tuition Assistance Program
EMEA	Germany	Lunch/Meal	Avaya Meal Plan
EMEA	Germany	Transportation	Avaya Germany Transportation Allowance
EMEA	Germany	Vacation	Avaya Germany Vacation Policy
EMEA	Germany	Pension	DB plans – enrollment specific to EE
EMEA	Ireland	Disability	Avaya Funded disability plan
EMEA	Ireland	Life	Supplementary Life Insurance Avaya Plan
EMEA	Ireland	Tuition Assistance	Tuition Assistance Program
EMEA	Ireland	Retirement	Avaya Int'l Sales Retirement Savings Scheme
EMEA	Ireland	Vacation	Avaya Ireland Vacation Policy
EMEA	Ireland	Transportation	Avaya Ireland Transportation Allowance
EMEA	Italy	Life	Supplementary Life Insurance Avaya Plan
EMEA	Italy	Lunch/Meal	Avaya Meal plan
EMEA	Italy	Vacation	Avaya and govt
EMEA	Italy	Transportation	Avaya Italy Transportation Allowance
EMEA	Netherlands	Pension	As provided by govt. and Avaya
EMEA	Netherlands	Disability	Avaya Funded disability plan
EMEA	Netherlands	Life	Supplementary Life Insurance Avaya Plan
EMEA	Netherlands	Tuition Assistance	Tuition Assistance Program
EMEA	Netherlands	Vacation	Avaya policy and Govt
EMEA	Netherlands	Transportation	Avaya Netherlands Transportation Allowance
EMEA	Russia	Dental	Avaya Medical Plan
EMEA	Russia	Life	Supplementary Life Insurance Avaya Plan
EMEA	Russia	Lunch/Meal	Avaya Meal plan
EMEA	Russia	Retirement	Metlife
EMEA	Russia	Vacation	Avaya Russia Vacation Policy

Region	Country	Type	Global/CountryPlans
EMEA	Russia	Transportation	Avaya Russia Transportation Allowance
EMEA	Saudi Arabia	Medical	Saudi Arabia Medical Insurance. (BUPA MEDICAL INSURANCE)
EMEA	Saudi Arabia	Dental	Avaya Saudi Arabia Dental Plan (BUPA MEDICAL INSURANCE)
EMEA	South Africa	Disability	Avaya Funded
EMEA	South Africa	Life	Supplementary Life Insurance Avaya Plan
EMEA	South Africa	Lunch/Meal	Avaya Meal Plan
EMEA	South Africa	Transportation	Avaya South Africa Transportation Allowance
EMEA	South Africa	Vacation	Avaya South Africa Vacation Policy
EMEA	Spain	Medical	Avaya Medical Plan Sanitas
EMEA	Spain	Dental	Avaya (Sanitas) Dental Plan
EMEA	Spain	Vision	Avaya (Sanitas) Vision Plan
EMEA	Spain	Retirement	Santander Central Hispano Investment DC Plan
EMEA	Spain	Vacation	Avaya Spain Vacation Policy
EMEA	Spain	Disability	Caser Seguros
EMEA	Spain	Meals	Avaya Policy
EMEA	Spain	Tuition	Avaya Policy
EMEA	Spain	Transportation	Car allowance
EMEA	Switzerland	Transportation	Avaya Switzerland Transportation Allowance
EMEA	Switzerland	Vacation	Avaya Switzerland Vacation Policy
EMEA	UAE	Dental	Avaya Medical Plan - bupa International
EMEA	UAE	Life	Supplementary Life Insurance Avaya Plan
EMEA	UAE	Tuition Assistance	Tuition Assistance Program
EMEA	UAE	Transportation	Avaya UAE Transportation Allowance
EMEA	UAE	Vacation	Avaya UAE Vacation Policy
EMEA	UK	Medical	Avaya Medical Plan Bupa
EMEA	UK	Disability	Avaya Funded disability plan
EMEA	UK	Life Insurance	Unum
EMEA	UK	Retirement	Capita – Salary Sacrifice
EMEA	UK	Vacation	Avaya UK Vacation Policy

Section 3.13(c)
Labor Organizations

Labor Organizations

- China: All-China Federation Trade Union (ACFTU)
- Mexico: Sindicato Nacional de Trabajadores de la Industria Electrica y de la Fabricacion de aparatos, equipos, articulos y accesorios para la electricidad y actividades conexas
- Mexico: Sindicato Nacional de Trabajadores de Nueva Leon

Works' Councils (by country)

- European Works Council – All employees working in EU jurisdictions are covered by the European Works Council
- Austria – In country works council
- Belgium – In country works council
- Czech Republic – In country works council
- France – In country works council
- Germany – In country works council
- Hungary – In country works council
- Italy – In country works council
- Netherlands – In country works council
- Spain – In country works council

Employee Representative Countries

- Ireland
- UK

Section 3.14
Compliance with Laws

(a)

1. Reference is made to Section 3.14(d)(i) of these Disclosure Schedules.
2. Avaya Communication de Mexico received a letter from the Office of the Secretary of Labor on May 28, 2015 regarding safety violations at the Masaryk location from a safety and hygiene inspection performed there on Nov 20, 2013. The issues identified in the letter and the inspection have been resolved and Avaya has not received any further communications from the Office of the Secretary of Labor or any other Governmental Entity.
3. Avaya Inc. Pension Plan for Salaried Employees (the “**Plan**”) received an audit letter from the U.S. Department of Labor on January 20, 2017 seeking the production of various documents regarding the Plan. Avaya is cooperating with the audit, and no penalties have been issued. In addition to requests relating to the Plan specifically, the audit letter also requests census information regarding all Avaya ERISA plans, including, but not limited to, the 401k plan.

(b)

None.

(c)

None.

(d)

(i)

1. Australian Voluntary Disclosure: In March 2014, a dual use controlled product with ECCN of 5A002 was exported without the proper Australian authorization of VSP product from Avaya Australia to Avaya Inc. This was a non-inventory shipment and was not processed through Avaya’s ERP (“**Enterprise Resource Planning**”) system and as such the license requirement was not captured. Corrective measures have been put in place to ensure that manual transactions are appropriately vetted. The Australian authorities issued a warning letter to Avaya. There were no financial penalties incurred.
2. Avaya Korea: Avaya Korea did not secure export authorizations for Gateway products on four occasions between the period of May 2009 and November 2011. These products were being exported for repair and replacement. Avaya Korea does not have import/export operational teams to support this business stream, rather it relies on a service provider to conduct its import/export transactions where applicable. This investigation was initiated by the government authorities as a result of the Korean government implementing electronic systems to oversee import and export transactions. Corrective measures have been implemented with Avaya registering its dual use goods within the government system, and

where applicable the service provider is securing the required authorizations as per Korea's regulations. Fines were issued to Avaya Korea as well as the managing director totaling approximately USD 12,000.

3. A voluntary self-disclosure was submitted to the US authorities in April of 2015 for transactions destined to Chile and Argentina without the appropriate US export authorization.

- Chile: Infraction of an indirect sale to a sensitive government end user which was limited to a single sales order placed with AISL by Sixtra (AKA Sixbell) Chile S.A. Sixtra. Sixtra was the entity that had the direct relationship with a military end user and was the party that sold the dual used controlled product (G450 Media Gateway – CCATS G055068) to the Carabineros (sensitive government end user).

- Argentina: Infraction of transactions between 2010 and 2014 where US export and in country transfer of dual use controlled product to a sensitive government end user did not have the appropriate US authorizations. The dual use items consisted of:

1. Session Manager – CCATS G068413
2. Communication Manager - CCATS G147378
3. Scopia Elite – CCATS G147688
4. G450 Gateway – CCATS G055068
5. 80 Channel Daughterboard – CCATS G055068
6. Avaya Aura Conferencing - CCATS G145655
7. Avaya Session Border Controller (ASBCE) – CCATS G072860

- The government findings resulted in warning letter to Avaya (January 2016) and corrective measures and revised procedures on determining the type of “customer” within Avaya's ERP have been implemented.

(ii)

None.

(iii)

1. Avaya Korea: Avaya Korea did not secure export authorizations for Gateway products on four occasions between the period of May 2009 and November 2011. These products were being exported for repair and replacement. Avaya Korea does not have import/export operational teams to support this business stream, rather it relies on a service provider to conduct its import/export transactions where applicable. This investigation was initiated by the government authorities as a result of the Korean government implementing electronic systems to oversee import and export transactions. Corrective measures have been implemented with Avaya registering its dual use goods within the government system, and where applicable the service provider is securing the required authorizations as per Korea's regulations. Fines were issued to Avaya Korea as well as the managing director totaling approximately US \$12,000.

Section 3.14(e)
Export Permits

ELA#	Country	Date of Expiry	Note
D1044037	Afghanistan	29-Feb-20	
D517865	Algeria	30-Nov-17	
D547953	Argentina	30-Sep-18	
D1015522	Azerbaijan	31-May-19	
D1019313	Brazil	30-Jun-19	
D548668	Chile	31-Oct-18	
D1015521	China	30-Jun-19	No Military, Intelligence or Federal Police.
D544870	Colombia	31-Aug-18	
D1011383	Egypt	30-Apr-19	
D1015524	Georgia	31-May-19	
D510214	Global - Non Sensitive	31-Jul-17	
D544867	India	30-Sep-18	
D1024755	Indonesia	31-Aug-19	
D1044038	Israel	29-Feb-20	
D517484	Kazakhstan	31-Oct-17	
D1020420	Kuwait	30-Jun-19	
D547957	Lebanon	30-Sep-18	
D536526	Mexico	31-May-18	
D548673	Mexico	31-Oct-18	
D1044035	Oman	31-Jan-20	
D1077994	Philippines	28-Feb-21	
D1044036	Qatar	31-Jan-20	
D536239	S. Korea	31-May-18	
D517837	Saudi Arabia	30-Nov-17	
D531263	Singapore	30-Apr-18	
D543093	Taiwan	31-Aug-18	
D547962	Thailand	30-Nov-18	
D517674	UAE	30-Nov-17	

ELA#	Country	Date of Expiry	Note
D521041	Vietnam	30-Nov-17	
IE1628567GN	GLOBAL	22-Mar-17	Issued for AISL(Ireland)
DOD/DEP/16378451	Multiple Countries	21-Dec-18	Issued by Australian Gov-18 territories
MFA00900003242F	Multiple Countries	31-Jul-18	Issued by New Zealand Gov. – 15 territories + NATO, CA AND US

Avaya obtains permits to allow it to route “controlled goods” (as identified by the Hong Kong authorities) through Hong Kong. A limited permit specific to each shipment is obtained. Such permits have no value after the shipment and they cannot be reused or transferred.

Certificates for Importing From Free Trade Zone and Sales in China - CCC

Avaya CCC Certificate and CCC Marker Printing permission List

9/7/2016

	产品名称 (Voice) 数字程控用户交换机	CCC 证书 No.	CCC 有效期至	CCC 印刷批准书	CCC 印刷有效期	生产厂
1	G650 & phones	2010 011605386004	1/8/2020	FZ201501059313	1/9/2017	Flex Zhuhai
2	IPO500/IPO500V2	2009 011605378644	6/9/2018	FZ201501059315	6/9/2018	Wistron Zhongshan
3	CS1000- MG1010 & phones	2012 011605524723	1/9/2017	FZ201501059314	1/9/2017	Flex Zhuhai
4	CS1000 - MG1000 & phones	2012 011605536506	8/23/2016	FZ201501059314	8/23/2016	Flex Zhuhai
5	CS1000-Cabinet & Phones	2012 011605539757	1/9/2017	FZ201501059314	1/9/2017	Flex Zhuhai
6	G430,EM201	2015 011605771062	12/26/2017	FZ1501027536	12/26/2017	Lite-On
7	G450,Avaya Distributed Office i360 & Phones	2015 011605772677	12/26/2017	FZ1501027535	12/26/2017	Lite-On
8						
	产品名称 (Data) 以太网交换机	CCC 证书No.	CCC 有效期至	CCC 印刷批准书	CCC印刷有效期	生产厂
1	7024XLS	2011-011608498171	2/18/2019	kept by DNI		DNI
2	4826GTS-PWR+,4850GTS-PWR+	2011-011608499243	3/7/2018	kept by DNI		DNI
3	4526T-PWR+,4550T-PWR+	2011-011608499191	1/9/2019	kept by DNI		DNI
4	4826GTS,4850GTS	2011-011608500067	6/21/2018	kept by DNI		DNI
5	3524GT ,3526T	2012-011608537649	4/13/2017	kept by DNI		DNI

Certificates for Importing From Free Trade Zone and Sales in China - CCC

Avaya CCC Certificate and CCC Marker Printing permission List

9/7/2016

	产品名称 (Voice) 数字程控用户交换机	CCC 证书 No.	CCC 有效期至	CCC 印刷批准书	CCC 印刷有效期	生产厂
6	3524GT-PWR+ ,3526T-PWR+	2012-011608537164	9/10/2020	kept by DNI		DNI
7	3510GT	2012-011608544117	2/28/2017	kept by DNI		DNI
8	3510GT-PWR+	2012-011608537173	9/20/2020	kept by DNI		DNI
9	3549GTS	2014 011608669725	12/9/2018	kept by DNI		DNI
10	3549GTS-PWR+	2014 011608670783	12/9/2018	kept by DNI		DNI
11	7024XT	2014 011608688743	4/22/2019	FZ2014029094		DNI
12	VSP 4450GSX-PWR+	2014 011608691777	5/6/2019	FZ2014033701		DNI
13	VSP8284XSQ	2014 011608706256	7/7/2019	FZ2014050895		DNI
14	VSP 7254XSQ	2015 011608770694	4/10/2020	kept by DNI		DNI
15	VSP 7254XTQ	2015 011608771416	4/10/2020	kept by DNI		DNI
16	3550T	2015 011608810607	7/30/2020	kept by DNI		DNI
17	3550T-PWR+	2016 011608810604	7/30/2020	kept by DNI		DNI
18	VSP 8404	2015 011608758365	2/2/2020	FZ1501007262		DNI
19	5928GTS,5952GTS	2015 011608778089	5/29/2020	FZ1594001179	5/29/2020	Lite-On
20	5928GTS-PWR+,5952GTS-PWR+,5928GTS-uPWR	2016 011608778090	5/29/2020	FZ1594001180	5/29/2020	Lite-On
21	4926GTS 4950GTS	2016 011608856360	4/8/2021	FZ1694000918		Lite-On
22	4926GTS-PWR+ 4951GTS-	2016 011608856812	4/11/2021	FZ1694000960		Lite-On

Certificates for Importing From Free Trade Zone and Sales in China - CCC

Avaya CCC Certificate and CCC Marker Printing permission List

9/7/2016

	产品名称 (Voice) 数字程控用户交换机	CCC 证书 No.	CCC 有效期至	CCC 印刷批准书	CCC 印刷有效期	生产厂
	PWR+					
23	3626GTS	2017 April				
24	3626GTS-PWR+					
25	3650GTS					
26	3650GTS-PWR+					
27	59100GTS	2016 011608906063	20121/9/27	FZ1694002935		Lite-On
28	59100GTS-PWR+	2016 011608906064	20121/9/27	FZ1694002934		Lite-On
29	ERS5928MTS-uPWR	2017 March				
	产品名称 (Video) 会议电视产品	CCC 证书No.	CCC 有效期至	CCC 印刷批准书	CCC印刷有效期	生产厂
1	SR1600	2015 160911040567	7/30/2020	FZ1501054376	7/30/2020	Avnet technology Solution USA
2	Scopia XT7000	2015 160911850576	5/14/2020	FZ1501026275	5/14/2020	Flex Zhuhai
3	Scopia Elite 6000/E Series	2015 160911131801	3/1/2020	FZ1501003473	3/1/2020	Avnet technology Solution USA
4	Scopia Elite 6000/M Series	2015 160911933313	3/1/2020	FZ1501003474	3/1/2020	Avnet technology Solution USA

Certificates for Importing From Free Trade Zone and Sales in China - CCC

Avaya CCC Certificate and CCC Marker Printing permission List

9/7/2016

	产品名称 (Voice) 数字程控用户交换机	CCC 证书 No.	CCC 有效期至	CCC 印刷批准书	CCC 印刷有效期	生产厂
5	Scopia Pathfinder, Scopia Application Server	2015 160911434742	3/4/2020	FZ1501003472	3/4/2020	Avnet technology Solution USA
6	Scopia XT4000 Series, Scopia XT5000 Series	2013 160911000022	11/13/2018	FZ1501003476	11/13/2018	Flex Zhuhai
7	Scopia XT Executive 240	2014 160911000168	10/23/2018	FZ1501003475	10/23/2018	Flex Zhuhai
8	Scopia XT Executive 240 Refresh					
9						
10	SR1630 Server	2011 010911510053	10/23/2018			Israel
11	SR1600 Server	2011 010911513688	10/23/2018			Israel
12	Scopia XT1000 terminal	2011 010911509704	10/23/2018			Israel
13	Scopia400 (MCU)	2011 010911485951	7/7/2016			Israel
14	Scopia XT5000 series,XT4000 series (XT4200)	2012 010911538802	9/4/2018			Phillippine
15	Scopia Elite 5100 (MCU)	2011 010911481847	2/14/2019			Israel
16	Scopia Elite 5200 (MCU)	2012 010911492587	2/14/2019			Israel
17	Scopia XT Executive 240 terminal	2013 010911605540	10/23/2018			Phillippine

Certificates for Importing and Sales in China – MIIT				
Avaya MIIT Certificate List			9/7/2016	
Item	Product Name	MIIT Certificate No.	Valid Date	Factory
1	G450 PABX	04-6874-111245	5/15/2017	CBT Chongqing
2	G650 PABX	04-6874-162411	7/6/2019	Flex Zhuhai
3	CS1000E PABX	04-6874-142058	6/23/2017	Flex Zhuhai
4	IPO 500 V2 PABX	04-6874-162138	6/15/2019	Wistron Zhongshan
5	VSP9000 Layer 3 Switch	12-6874-142602	8/15/2017	USA
6	7024LSX	12-6874-143393	11/24/2017	DNI
7	4850GTS-PWR+	12-6874-143752	12/23/2017	DNI
8	4850GTS	12-6874-143754	12/23/2017	DNI
9	4826GTS-PWR+	12-6874-143753	12/23/2017	DNI
10	4826GTS	12-6874-143755	12/23/2017	DNI
11	4526T-PWR+	12-6874-143751	12/23/2017	DNI
12	4550T-PWR+	12-6874-143750	12/23/2017	DNI
13	3549GTS,	12-6874-164717	12/27/2019	DNI
14	3549GTS-PWR+	12-6874-164718	12/27/2019	DNI
15	7024XT	12-6874-141869	5/30/2017	DNI
16	VSP 4450GSX-PWR+	12-6874-142214	7/4/2017	DNI
17	VSP 8284XSQ	12-6874-143250	11/4/2017	DNI
18	7024XLS	12-6874-143393	11/24/2017	DNI
19	VSP 8404	12-6874-150867	3/6/2018	DNI
20	3526T	12-6874-152013	5/19/2018	DNI
21	3526T-PWR+	12-6874-152012	5/19/2018	DNI
22	3510GT	12-6874-152014	5/19/2018	DNI
23	G430 PABX	04-6874-152499	6/17/2018	Lite-On
24	G450 PABX	04-6874-141672	5/15/2017	Lite-On & Chongqing
25	3510GT—PWR+	12-6874-152932	7/23/2018	DNI
26	3524GT—PWR+	12-6874-152933	7/23/2018	DNI
27	3524GT	12-6874-152934	7/23/2018	DNI
28	5928GTS	12-6874-152935	7/23/2018	Lite-On
29	5952GTS—PWR+	12-6874-152936	7/23/2018	Lite-On
30	5928GTS—PWR+	12-6874-152937	7/23/2018	Lite-On
31	5952GTS	12-6874-152938	7/23/2018	Lite-On
32	VSP 7254XTQ	12-6874-153050	7/29/2018	DNI
33	VSP 7254XSQ	12-6874-153049	7/29/2018	DNI
34	3550T	12-6874-153921	10/16/2018	DNI
35	3550T-PWR+	12-6874-153922	10/16/2018	DNI

Certificates for Importing and Sales in China – MIIT				
Avaya MIIT Certificate List			9/7/2016	
Item	Product Name	MIIT Certificate No.	Valid Date	Factory
36	5928GTS-uPWR	12-6874-161952	6/2/2019	Lit-On
37	4926GTS	12-6874-161948	6/2/2019	Lit-On
38	4950GTS	12-6874-161950	6/2/2019	Lit-On
39	4926GTS-PWR+	12-6874-161949	6/2/2019	Lit-On
40	4951GTS-PWR+	12-6874-161951	6/2/2019	Lit-On
41				
42	3626GTS			
43	3626GTS-PWR+			
44	3650GTS			
45	3650GTS-PWR+			
46	59100GTS	12-6874-163585	10/13/2019	lite-On
47	59100GTS-PWR+	12-6874-163584	10/13/2019	Lite-On
48	ERS5928MTS-uPWR			
42				
43				
	Video Products	MIIT Certificate No.	Valid Date	Factory
1	Scopia XT Executive 240	16-6874-153251	8/10/2018	Flex Zhuhai
2	Scopia XT4000	16-6874-153249	8/10/2018	Flex Zhuhai
3	Scopia XT7000	16-6874-153250	8/10/2018	Flex Zhuhai
4	Scopia XT5000	16-6874-153261	8/10/2018	Flex Zhuhai
5	Scopia Elite 6000/E (MCU)	16-6874-152993	7/27/2018	USA
6	Scopia Elite 6000/M (MCU)	16-6874-152993	7/27/2018	USA
7	Scopia XT Executive 240 Refresh			

Section 3.15
Sufficiency of Assets

(a)

(b)

Section 3.16
Certain Business Relationships with Affiliates

1. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
2. The Avaya Xirrus Interest.
3. Avaya's ability to appoint a board member to Xirrus.

Section 3.19
Insurance

None.

Section 3.20
Top Customers and Top Suppliers

Customers:

Rank	Name	Revenue (in millions)
1	Westcon	\$75.1
2	ScanSource, Inc.	\$35.9
3	Synnex Corporation	\$22.5
4	Ingram Micro	\$13.7
5	State of Kentucky - K-12	\$10.6
6	Jenne Distributors Inc.	\$9.6
7	Tech Data (Azlan)	\$6.6
8	Avnet	\$3.0
9	FIAT Chrysler	\$2.7
10	Dimension Data	\$2.6
11	Federal Bureau of Investigation	\$2.2
12	Mideast Data Systems	\$2.2
13	Redington Gulf	\$2.0
14	Comptek	\$1.9
15	China Communication Software Information	\$1.8
16	Almasa	\$1.8
17	Continental AG (Simac Technik)	\$1.7
18	State of Virginia - Local Government	\$1.6
19	The Capita Group Plc (Capita IT Services)	\$1.5
20	Middle East Telecommunication	\$1.5

Suppliers:

Rank	Name	Spend (in millions)
1	DELTA ELECTRONICS INC	\$63.0
2	AVNET INC	\$18.2
3	LITE ON TECHNOLOGY CORP	\$15.6
4	XIRRUS INC	\$13.0
5	LUXOFT PROFESSIONAL	\$9.2
6	FLEXTRONICS INTERNATIONAL LTD	\$7.5
7	WORLD WIDE TECHNOLOGY INC	\$6.5
8	INFOSYS	\$2.6
9	ASTEC AMERICA INC	\$2.1
10	INNOVATIA US INC.	\$1.7
11	EMC CORP	\$1.6
12	IXIA	\$1.2
13	TATA ELXSI LIMITED	\$1.1
14	TAPFIN PROCESS SOLUTIONS	\$1.0
15	EION INTERNATIONAL INC	\$0.6
16	SPIRENT COMMUNICATIONS	\$0.5
17	COMMUNICATIONS TEST DESIGN INC	\$0.4
18	BROADCOM CORPORATION	\$0.3
19	CSI LEASING INC	\$0.3
20	HP	\$0.3

Avaya's contract with Astec America Inc. has expired; however, as of the date hereof, the parties have continued to operate under the terms of the agreement.

Avaya's contract with EMC Corp. has expired. Avaya continues to purchase EMC requirements through Avaya's contract with Avnet Inc.

Section 5.01
Conduct of Business

(i)

None.

(ii)

None.

(iii)

None.

(iv)

None.

(v)

None.

(vi)

None.

(vii)

None.

(viii)

Amend or modify any of the Contracts listed in Section 3.09(b).

(ix)

Between signing and Closing, Avaya requires the ability to settle any of the disputes set forth as Proceedings under Section 3.08(b) and 3.12 of these Disclosure Schedules and those items are incorporated by reference herein; provided that any such settlement shall be a Retained Liability; provided further that any settlement in excess of \$500,000 shall require Purchaser's consent. Furthermore, to the extent that Avaya enters into any release or license agreement in connection with any such settlement, Avaya shall ensure that such release or license agreement may be assigned to Purchaser without the counterparty's consent.

(x)

None.

Section 5.07
Use of Retained Names and Marks

Mark	Owner	Country	Status/Number
AVAYA SURGE	Avaya Inc.	US	Application No.: 87229772 filed 11/8/16
AVAYA MANTLE	Avaya Inc.	US	Application No.: 87164583 filed 9/8/16

The trademark "Avaya," including all registrations and applications for registration of the trademark "Avaya."

Section 5.08
Seller Credit Support Obligations

1. Avaya Inc. Irrevocable Standby Letter of Credit issued by Citibank Canada, issued on September 14, 2011, as amended on November 29, 2012 and as further amended on March 15, 2016, for the benefit of The Manufacturers Life Insurance Company, letter of credit no. 5221257502, in an amount not to exceed CAD 500,000.00, with an expiration date of October 1, 2017, in support of the Lease agreement, dated September 12, 2011, between 425 Legget Drive Property GP Inc. and Avaya Canada Corp. for 425 Legget Drive, Ottawa, Ontario, Canada.
2. Indemnity Agreement, dated September 13, 2011, between 425 Legget Drive Property and Avaya Inc.
3. Licence to Assign relating to Building 3, Maidenhead Office Park, dated 18 December 2009, by and among AXA Sun Life plc, Nortel Networks UK Limited (in administration), Avaya UK and Avaya Inc.
4. Deed of Assignment, dated 18 December 2009, of leasehold property known as Building 3 Maidenhead Office Park, Maidenhead, between Nortel Networks UK Limited (in administration), Avaya UK and Avaya Inc.

Section 5.10(b)
Purchase Price to be paid to each Seller

To be provided between the signing and Closing Date.

Section 6.03(b)
Assumed Pension Obligations

German Pension Liabilities

US \$577,000

(based on US GAAP Valuation as of 9/30/16, 9 employees at Avaya Deutschland GmbH)

Section 7.01(a)
Applicable Foreign Merger Control Law

1. The German Act Against Restraints on Competition (*Gesetz gegen Wettbewerbsbeschränkungen*).

Section 7.02(g)
Material Consents

1. Master Services Agreement, dated as of January 1, 2014, by and between Avaya, Inc., Avaya International Sales Limited and Luxoft Global Operations GmbH, as amended and the related Amended and Restated Addendum to Master Services Agreement, dated September 1, 2014.*
2. Master Services Agreement, dated as of September 27, 2011 (effective as of August 4, 2010) by and between Avaya, Inc. and Aricent Technologies Mauritius Ltd.

Section 7.02(i)
Liens

Each of the Liens on Section 3.06(a)(i) of the Disclosure Schedule, to the extent such liens are on Transferred Assets held by Avaya or its subsidiaries (other than the Debtors).

Section 9.05(c)
Materiality Qualifications

The first instance in Section 3.04(a)

The only instance in Section 3.05(a)

The only instance in Section 3.09(a)(xiii)

The only instance in Section 3.09(a)(xix)

Section 11.05(b)(i)
Accounting Principles

See attached.

Section 11.05(b)(ii)
Allocation Principles

Product Revenue: Product revenue for the Business is identified based upon the use of the profit centers specifically associated with the business units included as part of the Business.

Services Revenue: Services revenue related to the Business is identified based upon the specific profit centers included as part of the Business.

Revenue related to specialized maintenance services is identified based upon the material codes (“MPE”) specifically associated with the business units included as part of the Business. Comingled maintenance revenue is allocated based upon a percentage calculated as follows: maintenance services revenue specifically identified for the Business based on MPE divided by total maintenance revenue of Avaya and its subsidiaries that is not comingled.

Revenue related to Avaya Professional Services (APS) is identified based on the profit centers which are specifically associated with the Business. Those revenues that cannot be specifically identified to the Business are allocated based on a ratio using the results of a statistical based sampling method with a coverage of 95% for fiscal year 2015 and 2016 with a margin of error of 10% and 20% for fiscal year 2015 and 2016, respectively, and targeted testing for selections over USD 100,000.

Product and Services Cost of Sales: Product and services costs of sales are identified based on the profit and cost centers which are specifically associated with the Business. The costs that cannot be specifically identified to the Business are allocated based on percentages representing the Business’s shares of revenue, head count, research and development (“R&D”) expenditure, and book value of fixed assets in relation to Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Selling, General and Administrative Expenses: Selling, general and administrative expenses are identified based on the profit and cost centers included as part of the Business. Selling, general and administrative expenses that cannot be specifically identified to the Business are allocated based on percentages representing the Business’s shares of revenue, head count, R&D expenditure, and book value of fixed assets in relation to Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

R & D Expenses: R&D expenses are identified based on the profit and cost centers included as part of the Business. R&D expenses that cannot be specifically identified to the Business are allocated to the Business based on percentages representing the Business’s shares of revenue, head count, R&D expenditure, and book value of fixed assets in relation to Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Amortization Expense: Amortization of acquired intangible assets is based on the historical amortization amounts of the assets that were identified (patents and acquired technology) or allocated (customer list) to the Business. The customer list was allocated on a ratio based on

gross margin (*i.e.*, product/service gross margin included as a part of the Business as a percentage of overall gross margin).

Restructuring Costs: Restructuring costs incurred by Avaya are allocated to the Business based on headcount percentage (average number of Business employees as a percentage of the average number of personnel of Avaya and its subsidiaries, collectively, for the Business and the Retained Business).

Employee and Executive Compensation Costs: Employee and executive compensation costs are based on historical compensation amounts such as salaries, benefits, commission, bonuses and incentive awards of Business employees and executives at the date the applicable financial information is prepared; in addition, employee compensation costs include an allocated cost associated with employees terminated during each such period based on a headcount percentage. Employee and executive compensation costs include share-based compensation expenses which are based on historical awards granted to Business employees and executives.

Depreciation Expenses: Depreciation expenses include historical depreciation expenses of assets included as part of the Business. Depreciation expenses also include depreciation related to corporate level information technology and real estate assets which are allocated based on percentages representing the Business's shares of revenue and head count in relation to Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Interest Expense: Interest expense is based on the capital leases specifically identified to the Business.

Other Income (Expense), Net: Other income and expense (net) are allocated to the Business based on a percentage calculated based on the Business's revenue in relation to the revenue of Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Accounts Receivable: Accounts receivable balances are identified using profit center and MPE codes specifically associated with the business units included as part of the Business. Accounts receivable and allowance for doubtful accounts balances that are not specifically identified as part of the Business are allocated using percentages representing the Business's share of revenue and specifically identifiable accounts receivable in relation to the revenue and applicable accounts receivable of Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Other Current Assets: Other current assets consist primarily of the following:

Business Partner Commission: Business partner commission is allocated to the Business on a customer basis. The allocation percentages are calculated based on the Business's share of revenue in relation to the revenue of Avaya and its subsidiaries, collectively, for the Business and the Retained Business with each customer from year of 2005 onwards.

Deferred Costs: Deferred costs that are specifically identified to the Business are based on an analysis of the specific projects and products related to the Business for which the costs are being deferred. Deferred costs that are not specifically identified to the Business are allocated based on the ratio of the deferred cost that were specifically identified to the Business as a percentage of overall specifically identified deferred costs of Avaya and its subsidiaries, collectively, for the Business and the Retained Business. Notwithstanding the foregoing, deferred costs related to Avaya Professional Services (APS) are allocated based on APS revenue identified to the Business as a percentage of overall APS revenue of Avaya and its subsidiaries, collectively.

Value Added Tax (VAT) Receivables: VAT receivables were allocated based on revenue specifically identified to the Business in the respective legal entities.

Prepaid Costs: Prepaid costs for software licenses were allocated based on the percentage of the amortization recorded to the Business cost centers as a percentage of total amortization of Avaya and its subsidiaries, collectively.

Inventory: Inventory balances are identified using profit center and MPE codes included as part of the Business. Inventory balances that are not specifically identified to the Business are allocated based on the ratio of the inventory balances that were specifically identified to the Business as a percentage of overall specifically identified inventory of Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Payroll Liabilities, Incentives, Bonuses and Other Compensation Obligations: Payroll liabilities, incentives, bonuses and other compensation obligations are specifically identified at the individual employee level for Business. Payroll liabilities, incentives, bonuses and other compensation obligations that are not specifically identified at the individual employee level are allocated based on salary of the employees identified to the Business in comparison to the overall payroll expense.

Accounts Payable: Accounts payable balances are directly identified to profit centers included as part of the Business. The accounts payable balances that cannot be specifically identified to profit centers included as part of the Business are allocated using ratios of the related expenses that were identified to the Business in relation to the related expense of Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Other Current Liabilities: Other current liabilities are directly identified to profit centers included as part of the Business. Other current liabilities that cannot be directly identified to profit centers included as part of the Business are allocated to the Business based on percentages representing the Business's share of revenue and head count in relation to the revenue and head count of Avaya and its subsidiaries, collectively, for the Business and the Retained Business.

Deferred Revenue: Deferred revenue balances are specifically identified based on the MPE codes and the underlying customer contracts included as part of the Business. Deferred revenue balances that cannot be so specifically identified are allocated based on ratios using the

specifically identified deferred revenue balances for each business unit included as part of the Business as a percentage of the overall deferred revenue balances.

Section 11.05(b)(iii)
Business

“**Business**” shall mean the (i) development, marketing, supporting and maintaining, selling and licensing of fabric-based secure networking solutions and network security solutions, secure fabric technology, data center products and technology, campus core and edge switches, SDN software, network management software, identity and policy management software, and wireless LAN access points, and (ii) sourcing from third parties of services, hardware, and software (including cloud and on premise orchestration software) with respect to the foregoing.

The Business does not include the following: (a) Pod FX (also known as CPOD) products and services, (b) the GSMB business unit (held in Avaya GmbH & Co, KG (f/k/a Avaya Tenovis GmbH and Co. KG), and (c) the Avaya Private Cloud Services (“**APCS**”) private and managed services business. Notwithstanding the foregoing sentence, certain software or hardware components included in or incorporated into Pod FX or APCS offerings may be included in the Business and sourced or licensed from Purchaser or one of its affiliates to Sellers or their respective designees.

The Business comprises the following product families:

- Legacy Business Products
- ERS Product Family (2K, 3K, 4K, 5K, 8K)
- WLAN Product Family (2300, 8100 & 9100) (WLAN 2300 is a Legacy Business Product and both WLAN 2300 and 9100 are sourced from third parties and subject to the terms of the applicable third party agreement(s))
- Cloud and On-Premise Orchestration Software
- Identity Engines Product Family
- VSP Product Family (7K, 7200, 8K, 9K)
- Network Management Family (AFO, COM, VPFM, etc.)
- SDN Fx (ONA, HyperSec Gateway , Surge platform & applications)
- Accessories (including cables, connectors, mounting brackets)

Section 11.05(b)(iv)
Business Products

“**Business Products**” shall mean all products set forth in the attached Annex 11.05(b)(iv).

“**Legacy Business Products**” shall mean all products set forth in the attached Annex 11.05(b)(iv) that have a date listed in Column F of such attachment.

Section 11.05(b)(vi)
Excluded Contracts

1. Avaya Federal Solutions GSA Schedule 70 contract #GS-35F-0156V.*
2. Avaya Federal Solutions Connections II Contract #GS00Q12NSD0005.*
3. Agreement between Avaya Federal Solutions, Inc. and the Federal Bureau of Investigation.*
4. Agreement between Avaya Federal Solutions Inc. and the United States Department of Defense.*
5. Subcontract between General Dynamics Information Technology, Inc. and Avaya Federal Solutions Inc. dated March 5, 2016.*
6. Master Resale Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of October, 2012 (as amended). Master Services Agreement between World Wide Technology Inc. and Avaya Inc., effective the 1st of August, 2013.*
7. Frame Agreement between Casema B.V. and Avaya Nederland B.V., effective the 25th of October, 2007.*
5. Agreement between the European Works Council and Avaya GmbH & Co. KG effective July 31, 2007. Applicable to all employees within the EEA states and EU.*
6. Collective Bargaining Agreement entered between Sindicato Industrial de Trabajadores de Nueva Leon and Avaya Communications de Mexico, S.A. de C.V. signed on June 24th, 2016.*
7. Collective Bargaining Agreement entered between Sindicato Nacional de Trabajadores de la Industria Eléctrica y de la Fabricación de aparatos, equipos, artículos y accesorios para la electricidad y actividades conexas and Avaya Communications de Mexico, S.A. de C.V. signed on April 29th, 2016.*
8. Agreement between Avaya (Shanghai) Enterprise Management Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., Ltd Labor Union Committee dated July 22nd, 2016.*
9. Settlement and Patent License Agreement between Avaya Inc. and Net Navigation Systems, LLC, effective September 2, 2014.*
10. Settlement and License Agreement between Avaya Inc. and ReefEdge Networks, LLC, effective April 17, 2013.*
11. Release Agreement between Avaya Inc. and Relay IP, Inc., effective May 29, 2014.*
12. Release Agreement between Chalumeau Power Systems LLC and Avaya Inc., effective October 31, 2011.*

13. Settlement Agreement, Mutual Release, and License, effective May 4, 2016, by and among Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc.
14. License Agreement, effective May 5, 2016, by and between Avaya Inc. and SNMP Research, Inc. and SNMP Research International, Inc.

Section 11.05(b)(vii)
Furniture and Equipment

None.

Section 11.05(b)(viii)
Excluded Furniture and Equipment

1. 4366 Telecom Switch Equipment at 600 Technology Park Drive, Billerica, Massachusetts.
2. 4367 Telecom Switch Equipment at 600 Technology Park Drive, Billerica, Massachusetts.
3. 4368 Telecom Switch Equipment at 600 Technology Park Drive, Billerica, Massachusetts.
4. 4371 Telecom Switch Equipment at 600 Technology Park Drive, Billerica, Massachusetts.
5. 19916 Application and Tools at 600 Technology Park Drive, Billerica, Massachusetts.

Section 11.05(b)(x)
Knowledge of Sellers

1. Kevin J. Kennedy
2. David Vellequette
3. Marc Randall
4. Jim Ducay
5. Alan Hase
6. Laurent Philonenko
7. Jake Power (Product Marketing)
8. Mark Wolles (Finance)
9. Benji Green (Supply Chain)
10. Fari Ebrahimi (IT/Systems)
11. William M. (Liam) Kiely (Research and Development)
12. Baljit Singh

Section 11.05(b)(xi)
Other Sellers

Jurisdiction	Avaya Entity
Argentina	Avaya Argentina S.R.L.
Australia	Avaya Australia Pty Ltd
Brazil	Avaya Brasil LTDA.
Canada	Avaya Canada Corp.
Chile	Avaya Chile Limitada
China	Avaya (Dalian) Intelligent Communication Co. Ltd.
China	Avaya (Shanghai) Enterprise Management Co., Ltd.
China	Avaya (China) Communication Co. Ltd.
Colombia	Avaya Communication de Colombia S.A.
Czech Republic	Avaya Czech Republic s.r.o.
Denmark	Avaya Denmark ApS
Finland	Avaya Finland Oy
France	Avaya France SAS
Germany	Avaya Deutschland GmbH
Great Britain	Avaya UK
Hong Kong	Avaya Hong Kong Company Limited
India	Avaya India (SEZ) Pvt Ltd
India	Avaya India Private Limited
Ireland	Avaya Holdings Limited
Ireland	Avaya International Sales Limited
Israel	Avaya Communication Israel Ltd.
Italy	Avaya Italia S.p.A.
Japan	Avaya Japan Ltd.
Korea	Avaya Korea Ltd.
Macau	Avaya Macau Limitada
Malaysia	Avaya (Malaysia) Sdn. Bhd.
Mexico	Avaya Communication de Mexico, S.A. de C.V.
Netherlands	Avaya Nederland B.V.
New Zealand	Avaya New Zealand Limited
Nigeria	Avaya Nigeria Limited
Phillippines	Avaya Philippines, Inc.
Poland	Avaya Poland Sp. z.o.o.
Romania	Avaya Enterprises S.R.L.
Russia	Avaya CIS LLC
Saudi Arabia	Avaya EMEA Ltd. (Saudi Arabia Branch)
Singapore	Avaya Singapore Pte Ltd
South Africa	Avaya EMEA Ltd. (South Africa Branch)
Spain	Avaya Comunicación España S.L.U.

Jurisdiction	Avaya Entity
Sweden	Avaya Sweden AB
Switzerland	Avaya Switzerland GmbH
Turkey	Avaya Nederland B.V. - Turkey Rep. Office
United Arab Emirates	Avaya Nederland B.V. - U.A.E. Branch
United States	Avaya EMEA Ltd.
United States	Avaya EMEA Ltd. (Greece Branch)
United States	Avaya EMEA Ltd. (Portugal Branch)
United States	Avaya World Services Inc.
United States	Sierra Asia Pacific Inc. (Taiwan Branch)
United States	Sierra Asia Pacific Inc. (Thailand Branch)
United States	Sierra Communication International LLC
United States	Avaya Federal Solutions, Inc.
United States	Avaya Inc.

Section 11.05(b)(xii)
Transferred Contracts

1. First Amended and Restated Strategic Alliance and OEM Agreement, entered into on December 20, 2016, effective as of January 16, 2017, by and between Avaya Inc., Avaya International Sales Limited and XIRRUS.
2. Amendment One to Strategic Alliance and OEM Agreement, effective October 3, 2014, amending the Strategic Alliance and OEM Agreement of March 24, 2014 [sic] by and between Xirrus, Inc., Avaya, Inc. and Avaya International Sales, Ltd.
3. OEM Purchase and Sale Agreement between Delta Networks, Inc. and Nortel Networks Inc., effective the 2nd of September, 2002 (as amended). This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
4. Adoption Agreement between Delta Networks, Inc. and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 27th of September, 2010 (as amended). This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
5. Inventory Management Agreement between Delta Networks Inc., DNI Logistics (USA) Corporation, and Delta Networks International Limited-Macao Commercial Offshore and Avaya Inc., effective the 30th of June, 2014. This agreement has been terminated; however, the parties continue to operate under the terms of the agreement.
6. Professional Services Agreement between Tata Elxsi Ltd. and Avaya Inc., effective the 12th of September, 2005 (as amended).
7. Master Services Agreement between Avaya International Sales Limited and Tata Elxsi Limited, effective the 6th of May, 2015 (as amended).
8. Statement of Work Software Application Development for SDN Fx Healthcare Solution between Avaya Inc. and Tata Elxsi Limited, dated the 30th of June, 2016.
9. Software OEM and Resale Agreement between Avaya Inc. and DrivenBI, LLC, effective the 3rd of September 2010, as amended.
10. Software OEM and Resale Agreement between Mirantis, Inc., Avaya Inc., and Avaya International Sales Limited, effective the 19th of August, 2015.
11. Software OEM and Resale Agreement between Avaya Inc. and KEMP Technologies Inc., effective 21st of January, 2016.
12. Software OEM and Resale Agreement between Inocybe Technologies and Avaya Inc., effective the 14th of August, 2015 (as amended).

13. Master Agreement between Avaya Inc. and the Commonwealth of Kentucky - Department of Education, effective the 1st of March, 2013. [MA 758 1300000900]
14. Statewide Term Contract for Layer 2 LAN Switches and Peripheral, Contract Number 204L, between State of North Carolina Statewide IT Procurement Office and Avaya Inc., effective the 7th of October 2013.
15. Direct Partner Agreement between China Communications Software Information Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., effective 2015 [not specifically dated].
16. Value Added Reseller Agreement between Texcell-Netcom Co., Ltd. and Avaya International Sales Ltd., effective the 15th of October, 2010.
17. Reseller Agreement between Fuji Xerox Co., Ltd. and Avaya Inc., effective the 26th of July, 2010 (as amended).
18. Customer Agreement between Avaya Australia Pty Ltd. and Deloitte Services Pty Limited as trustee for the Deloitte Services Trust, effective the 18th of January, 2016.
19. Customer Agreement between Avaya Australia Pty Ltd. and Macquarie University, effective the 2nd of September, 2016.
20. Customer Contract (Mexico) between Chrysler De Mexico, S.A. DE C.V. and Avaya Communication de Mexico, S.A. De C.V., effective the 23rd of December, 2011 (as amended).
21. Distributor Agreement between K-Won C&C Co., Ltd. and Avaya International Sales Limited., dated the 11th of June, 2014.
22. Private Label Collaboration Agreement between China Communication Technology Software Information Co., Ltd. and Avaya (Shanghai) Enterprise Management Co., Ltd. effective the 21st of April, 2016.

Section 11.05(b)(xiii)
Transferred Intellectual Property

(i)

Domain Name Registrations:

Domain Name	Expiration Date	Registrant Name	Registrant Organization	Registrar
idengines.com	1/13/2018	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.
idengines.net	8/12/2017	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.
identityengines.com	2/11/2018	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.
identityengines.net	2/11/2018	Domain Administrator	Avaya Inc.	MarkMonitor, Inc.

Trademark Registrations:

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
1	BAYSTACK	Canada	567746	Registered	9/19/2002	Avaya Holdings Limited
2	BAYSTACK	EU	1562115	Registered	4/30/2001	Avaya Holdings Limited
3	BAYSTACK	US	2456966	Registered	6/5/2001	Avaya Holdings Limited
4	CONTIVITY	Argentina	2511972	Registered	6/25/2002	Avaya Holdings Limited
5	CONTIVITY	Brazil	821249169	Registered	7/16/2002	Avaya Holdings Limited
6	CONTIVITY	Canada	548958	Registered	7/31/2001	Avaya Holdings Limited
7	CONTIVITY	China	1399370	Registered	5/21/2000	Avaya Holdings Limited
8	CONTIVITY	Colombia	226197	Registered	1/21/2010	Avaya Holdings Limited

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
9	CONTIVITY	Finland	215358	Registered	8/31/1999	Avaya Holdings Limited
10	CONTIVITY	Hong Kong	199916995	Registered	6/10/1998	Avaya Holdings Limited
11	CONTIVITY	Israel	124405	Registered	11/4/1999	Avaya Holdings Limited
12	CONTIVITY	Japan	4352293	Registered	1/21/2000	Avaya Holdings Limited
13	CONTIVITY	Korea (South)	40045715000 00	Registered	10/21/1999	Avaya Holdings Limited
14	CONTIVITY	New Zealand	302353	Registered	5/6/1999	Avaya Holdings Limited
15	CONTIVITY	Sweden	339406	Registered	8/11/2000	Avaya Holdings Limited
16	CONTIVITY	Taiwan	962861	Registered	9/30/2001	Avaya Holdings Limited
17	CONTIVITY	US	2301696	Registered	12/21/1999	Avaya Holdings Limited
18	IDENGINES	US	3349489	Registered	12/4/2007	Avaya Inc.
19	IGNITION	US	3349580	Registered	12/4/2007	Avaya Inc.

(ii)

1. Patents and Patent Applications: See attached Annex 3.08(a).

(iii)

Software: The Intellectual Property and Technology owned by Avaya and its subsidiaries in the software applications listed in the “Application Name” column of the “DataNetworking Apps Transferred” and “Addl Networking Apps Transfer” tabs in Annex 3.08(l) and the Intellectual Property and Technology owned by Avaya and its subsidiaries in the software applications listed in Annex 3.08(i)(ii).

Section 11.05(b)(xiv)
Current Assets and Current Liabilities

See attached.

Section 11.05(b)(xv)
Dark Leases Liability Amount

See attached.